

SOLICITATION**SECTION A - SOLICITATION/CONTRACT FORM**

Page 1 of 86 pages

1. Purchase Authority: Public Law 92-218 as amended.			
2. Request For Proposal (RFP) Number: NIH-DC-00-05	3. Issue Date: 07/03/00	4. Just In Time: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES See Part IV, Section L.	5. Set Aside: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES See Part IV, Section L.
6. TITLE: The Feasibility of an Intraneural Auditory Prosthesis Stimulating Electrode Array			
7. ISSUED BY: National Institutes of Health Division of Research Acquisition, OLAO/OA/OD 6100 Executive Boulevard, MSC 7540 Room 6E01 Bethesda, Maryland 20892-7540		8. SUBMIT OFFERS TO: See Part III, Section J, Attachment 1, Packaging and Delivery of the Proposal.	
9. Proposals for furnishing the supplies and/or services in THE SCHEDULE will be received at the place designated and quantity specified in Part III, Section J, Attachment 1, until 4:00 p.m. , local time, October 2, 2000 . Offers will be valid for 120 days unless a different period is specified by the offeror on the attachment entitled, "Proposal Summary and Data Record, NIH 2043."			
10. This solicitation requires delivery of proposals to two different locations. The official point of receipt for determining a timely proposal is the Division of Research Acquisition, OLAO/OA/OD (see Part III, Section J, Attachment 1). If your proposal is not received by the Contracting Officer or his/her designee at the place and time specified for receipt, it will be considered late and handled in accordance with subparagraph (c)(3) of FAR Clause 52.215-1, Instructions to Offerors--Competitive Acquisition.			
11. Offeror must provide its full name, complete address (including street, city, county, state, and zip code), electronic address, and facsimile number.			
12. FOR INFORMATION CALL: John P. DeCenzo, Contracting Officer PHONE: (301) 496-4487 E-MAIL: jd93o@nih.gov COLLECT CALLS WILL NOT BE ACCEPTED.			
13. Table of Contents on following page.			

NOTES:

1. Offerors are responsible for routinely checking the Division of Research Acquisition's web site (<http://www4.od.nih.gov/ocm/drc/rfp.htm>) for any amendments to the solicitation. Individual notifications will not be provided.
2. The Government intends to evaluate proposals and award a contract without discussions with offerors. See Section L - Instructions, Conditions and Notices to Offerors, paragraph 1.a., Instructions to Offerors--Competitive Acquisition (FAR Clause 52.215-1).

13. DETAILED TABLE OF CONTENTS

PART I - THE SCHEDULE

SECTION A - SOLICITATION/CONTRACT FORM	1
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS	5
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	5
SECTION D - PACKAGING, MARKING AND SHIPPING	5
SECTION E - INSPECTION AND ACCEPTANCE	5
SECTION F - DELIVERIES OR PERFORMANCE	6
SECTION G - CONTRACT ADMINISTRATION DATA	7
SECTION H - SPECIAL CONTRACT REQUIREMENTS	8

PART II - CONTRACT CLAUSES 12

SECTION I - CONTRACT CLAUSES	12
-------------------------------------	----

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS 17

SECTION J - LIST OF ATTACHMENTS	17
--	----

PART IV - REPRESENTATIONS AND INSTRUCTIONS 18

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	18
---	----

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS	37
---	----

1. GENERAL INFORMATION	37
------------------------	----

a. INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION	37
b. SIC CODE AND SIZE STANDARD	40
c. NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS	40
d. TYPE OF CONTRACT AND NUMBER OF AWARDS	40
e. ESTIMATE OF EFFORT	40
f. COMMITMENT OF PUBLIC FUNDS	41
g. COMMUNICATIONS PRIOR TO CONTRACT AWARD	41
h. RELEASE OF INFORMATION	41
i. COMPARATIVE IMPORTANCE OF PROPOSALS	41
j. PREPARATION COSTS	41
k. SERVICE OF PROTEST	41

2. INSTRUCTIONS TO OFFERORS	42
-----------------------------	----

a. GENERAL INSTRUCTIONS	42
(1) Contract Type and General Clauses	42
(2) Authorized Official and Submission of Proposal	42
(3) Proposal Summary and Data Record (NIH-2043)	42
(4) Separation of Technical and Business Proposals	42
(5) Alternate Proposals	43
(6) Confidentiality of Proposals	43
(7) Evaluation of Proposals	44
(8) Use of the Metric System of Measurement	44
(9) Care of Live Vertebrate Animals	44

(10) Privacy Act	44
(11) Selection of Offerors	45
(12) Small Business Subcontracting Plan	46
(13) HUBZone Small Business Concerns	47
(14) Extent of Small Disadvantaged Business Participation	47
(15) Salary Rate Limitation in Fiscal Year 2000	48
(16) Institutional Responsibility Regarding Conflicting Interests of Investigators	48
(17) ROTC Access and Federal Military Recruiting on Campus	49
(18) Solicitation Provisions Incorporated by Reference	50
b. TECHNICAL PROPOSAL INSTRUCTIONS	50
(1) Technical Discussions	50
(2) Technical Evaluation	52
(3) Additional Technical Proposal Information	52
(4) Other Considerations	52
c. BUSINESS PROPOSAL INSTRUCTIONS	52
(1) General Information	52
(2) Proposal Cover Sheet	53
(3) Information Other than Cost or Pricing Data	53
(4) Qualifications of the Offeror	54
(5) Other Administrative Data	55
(6) Subcontractors	56
(7) Annual Financial Report	56
(8) Representations and Certifications	56
(9) Travel Policy	56
SECTION M - EVALUATION FACTORS FOR AWARD	57
1. GENERAL	57
2. TECHNICAL EVALUATION CRITERIA	57
3. EVALUATION OF SMALL DISADVANTAGED BUSINESS PARTICIPATION	57
ATTACHMENTS	
1. Packaging and Delivery of the Proposal	58
2. Statement of Work	60
3. Invoice/Financing Request and Contract Financial Reporting Instructions for Cost-Reimbursement Type Contracts	63
4. Small Business Subcontract Plan	68
5. Procurement of Certain Equipment, NIH(RC)-7 (OMB Bulletin 81-16)	75
6. Disclosure of Lobbying Activities, OMB Form SF-LLL	76
7. Proposal Summary and Data Record, NIH-2043	79
8. Contact Points	81
9. Technical Proposal Cost Information	82
10. Breakdown of Proposed Estimated Cost (plus fee) and Labor Hours	83
11. Summary of Related Activities	85
12. Small Disadvantaged Business (SDB) Participation Plan	86

PART I - THE SCHEDULE

THE CONTRACT SCHEDULE SET FORTH IN SECTIONS B THROUGH H, HEREIN, CONTAINS CONTRACTUAL INFORMATION PERTINENT TO THIS SOLICITATION. IT IS NOT AN EXACT REPRESENTATION OF THE PROPOSED CONTRACT DOCUMENT. CONTRACTUAL PROVISIONS PERTINENT TO THE OFFEROR [I.E., THOSE RELATING TO THE ORGANIZATIONAL STRUCTURE (E.G., NONPROFIT, COMMERCIAL) AND SPECIFIC COST AUTHORIZATIONS UNIQUE TO THE OFFEROR'S PROPOSAL] WILL BE DETERMINED BEFORE AWARD AND WILL BE INCLUDED IN THE RESULTANT CONTRACT. THE ENCLOSED CONTRACT SCHEDULE PROVIDES ALL THE NECESSARY INFORMATION FOR THE OFFEROR TO UNDERSTAND THE TERMS AND CONDITIONS OF THE RESULTANT CONTRACT.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ARTICLE B.1. BRIEF DESCRIPTION OF SUPPLIES OR SERVICES

The objective of this contract is to determine the feasibility of intraneural, auditory nerve stimulating electrode arrays that could lead to the development of improved human multichannel auditory prostheses.

ARTICLE B.2. PRICES/COSTS

The final contract will contain the price/cost provisions agreed upon by the Government and the offeror.

ARTICLE B.3. PROVISIONS APPLICABLE TO DIRECT COSTS

This Article will prohibit or restrict the use of contract funds, unless otherwise approved by the Contracting Officer for: (1) acquisition, by purchase or lease, of any interest in real property; (2) special rearrangement or alteration of facilities; (3) purchase or lease of any item of general purpose office furniture or office equipment regardless of dollar value; (4) travel costs; (5) consultant costs; (6) subcontract costs; (7) patient care costs; (8) accountable Government property; and (9) research funding.

ARTICLE B.4. ADVANCE UNDERSTANDINGS

Specific elements of cost, which normally require prior written approval of the Contracting Officer before incurrence of the cost (e.g., foreign travel, consultant fees, subcontracts) will be included in this Article if the Contracting Officer has granted his/her approval prior to contract award.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Independently and not as an agent of the Government, the Contractor shall be required to furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Government, as needed to perform the Statement of Work, SECTION J, ATTACHMENT 2, dated July 2000, attached hereto and made a part of this solicitation.

SECTION D - PACKAGING, MARKING AND SHIPPING

All deliverables required under this contract shall be packaged, marked and shipped in accordance with Government specifications. At a minimum, all deliverables shall be marked with the contract number and contractor name. The Contractor shall guarantee that all required materials will be delivered in immediate usable and acceptable condition.

SECTION E - INSPECTION AND ACCEPTANCE

- a. The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.
- b. For the purpose of this Article, the Project Officer is the authorized representative of the Contracting Officer.
- c. Inspection and acceptance will be performed at:

National Institutes of Health
National Institute on Deafness and Other Communication Disorders
Bethesda, Maryland 20892-9155

Acceptance may be presumed unless otherwise indicated in writing by the Contracting Officer or the duly authorized representative within 30 days of receipt.

- d. This contract incorporates the following clause by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available. FAR clauses are also available on the Internet at <http://www.arnet.gov/far/>.

FAR Clause No. 52.246-9, INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM) (APRIL 1984).

SECTION F - DELIVERIES OR PERFORMANCE

ARTICLE F.1. DELIVERIES

- a. Satisfactory performance of this contract shall occur upon acceptance by the Contracting Officer, or duly authorized representative, of the items specified below. The items shall be delivered F.O.B. Destination, as set forth in FAR 52.247-35, F.O.B. DESTINATION, WITHIN CONSIGNEES PREMISES (APRIL 1984), in accordance with the stated delivery schedule.

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Delivery Schedule</u>
(1)	Quarterly Progress Report	2	Quarterly. Reports shall be due on or before the 30th calendar day following the close of the reporting period. A quarterly report is not due for the final quarterly period of the contract.
(2)	Final Report	2	On or before the contract expiration date.

- b. The above items shall be addressed and delivered to:

<u>Addressee</u>	<u>Deliverable Item No.</u>	<u>Quantity</u>
Project Officer National Institutes of Health National Institute on Deafness and Other Communication Disorders Bethesda, Maryland 20892-9155	(1) and (2)	1
Contracting Officer National Institutes of Health Division of Research Acquisition, OLAO/OA/OD Room 6E01 6100 Executive Boulevard, MSC 7540 Bethesda, Maryland 20892-7540	(1) and (2)	1

ARTICLE F.2. CLAUSES INCORPORATED BY REFERENCE - FAR 52.252-2 (JUNE 1988)

This contract incorporates the following clause by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available. FAR clauses are also available on the Internet at <http://www.arnet.gov/far/>.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE:

52.242-15, Stop Work Order (AUGUST 1989) with ALTERNATE I (APRIL 1984).

SECTION G - CONTRACT ADMINISTRATION DATA

Any contract awarded from this solicitation will contain the following:

ARTICLE G.1. PROJECT OFFICER

The following Project Officer(s) will represent the Government for the purpose of this contract:

[To be specified at time of award]

The Project Officer is responsible for: (1) monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) interpreting the statement of work and any other technical performance requirements; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting in the resolution of technical problems encountered during performance.

The Contracting Officer is the only person with authority to act as agent of the Government under this contract. Only the Contracting Officer has authority to: (1) direct or negotiate any changes in the statement of work; (2) modify or extend the period of performance; (3) change the delivery schedule; (4) authorize reimbursement to the Contractor any costs incurred during the performance of this contract; or (5) otherwise change any terms and conditions of this contract.

The Government may unilaterally change its Project Officer designation.

ARTICLE G.2. KEY PERSONNEL

Pursuant to the Key Personnel clause incorporated into this contract, the following individual(s) is/are considered to be essential to the work being performed hereunder:

NAME

TITLE

[To be specified at time of award]

ARTICLE G.3. INVOICE SUBMISSION/CONTRACT FINANCING REQUEST AND CONTRACT FINANCIAL REPORT

- a. Invoice/Financing Request and Contract Financial Reporting Instructions for Cost-Reimbursement Type Contracts, NIH(RC)-4, are attached and made part of this contract. These instructions and the following directions for submission of the combined Invoice/Financing Request and Contract Financial Report must be complied with to meet the requirements of a "proper" payment request, pursuant to FAR 32.9.
- b. The combined Invoice/Financing Request and Contract Financial Report shall be submitted concurrently as follows:
 - (1) An original and one copy to the following approving official:

Contracting Officer
National Institutes of Health
Division of Research Acquisition, OLAO/OA/OD
Room 6E01
6100 Executive Boulevard, MSC 7540
Bethesda, Maryland 20892-7540

- (2) One copy to the following program official:

Project Officer
National Institutes of Health
National Institute on Deafness and Other Communication Disorders
Bethesda, Maryland 20892-9155

- c. Inquiries regarding payments shall be directed to the Contracting Officer at (301) 496-4487.

ARTICLE G.4. GOVERNMENT PROPERTY

If this solicitation results in the use of Government-Furnish Property or Contractor-Acquired Property (other than real property), this Article will include applicable provisions and incorporate the DHHS Publication (OS) 686, entitled, Contractor's Guide for Control of Government Property, (1990).

ARTICLE G.5. POST AWARD EVALUATION OF PAST PERFORMANCE

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR Subpart 42.15. The Contracting Officer will determine the frequency with which interim evaluations will be prepared. The final performance evaluation will be prepared at the time the work under the contract is completed.

An evaluation report will be provided to the contractor as soon as practicable after completion of the evaluation. The contractor will be given thirty days to review the report and submit to the Contracting Officer any comments, rebutting statements, or additional information. Any disagreements between the parties regarding an evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

ARTICLE H.1. HUMAN SUBJECTS

It is hereby understood and agreed that research involving human subjects shall not be conducted under this contract, and that no material developed, modified, or delivered by or to the Government under this contract, or any subsequent modification of such material, will be used by the Contractor or made available by the Contractor for use by anyone other than the Government, for experimental or therapeutic use involving humans without the prior written approval of the Contracting Officer.

ARTICLE H.2. CONTINUED BAN ON FUNDING OF HUMAN EMBRYO RESEARCH

- a. Pursuant to Public Law(s) cited in paragraph b., below, NIH is prohibited from using appropriated funds to support human embryo research. Contract funds may not be used for (1) the creation of a human embryo or embryos for research purposes; or (2) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.208(a)(2) and Section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)). The term "human embryo or embryos" includes any organism, not protected as a human subject under 45 CFR 46 as of the date of the Act, that is derived by fertilization, parthenogenesis, cloning, or any other means from one or more human gametes or human diploid cells.

Additionally, in accordance with a March 4, 1997, Presidential Memorandum, Federal funds may not be used for cloning of human beings.

- (2) The Contractor shall submit one copy of Summary Subcontract Report, SF-295 in accordance with the instructions on the report as referenced in Public Law 95-507, Section 211. The Summary Subcontract Report shall be submitted annually on the following date for the entire life of this contract:

October 30th

The first report shall be submitted after the first full year of this contract in addition to any fractional part of the year in which this contract became effective. This Report shall be mailed to the following address:

Office of Small and Disadvantaged Business Utilization
Department of Health and Human Services
Hubert H. Humphrey Bldg., Room 517-D
200 Independence Avenue, S.W.
Washington, D.C. 20201

- (3) The Contractor shall also send an "Information Copy" of the SF-295 to the Cognizant Commercial Representative (CMR) at the address provided by the SBA. The Contractor should call SBA Headquarters in Washington, D.C., at (202) 205-6475, for the correct address, if unknown.

ARTICLE H.6. SALARY RATE LIMITATION LEGISLATION PROVISIONS

- a. Pursuant to Public Law(s) cited in paragraph b., below, no NIH Fiscal Year funds may be used to pay the direct salary of an individual through this contract at a rate in excess of applicable amount shown for the fiscal covered. Direct salary is exclusive of overhead, fringe benefits and general and administrative expenses. The annual salary rate limitation also applies to individuals proposed under subcontracts. If this is a multi-year contract, it may be subject to unilateral modifications by the Government if an individual's salary rate exceeds any salary rate ceiling established in future DHHS appropriation acts.

- b. Public Law No. Fiscal Year * Dollar Amount of Salary Limitation

[applicable information to be included at time of award]

** Currently this amount is \$141,300 and will remain at this level until such time as the Executive Level II is increased. See the following web site for Executive Level II rates of pay: <http://www.opm.gov/oca/2000tbls/Execses/html/execsched.htm>.*

ARTICLE H.7. PUBLICATION AND PUBLICITY

The Contractor shall acknowledge the support of the National Institutes of Health whenever publicizing the work under this contract in any media by including an acknowledgment substantially as follows:

"This project has been funded in whole or in part with Federal funds from the National Institute on Deafness and Other Communication Disorders, National Institutes of Health, under Contract No. _____."

ARTICLE H.8. PRESS RELEASES

- a. Pursuant to Public Law(s) cited in paragraph b., below, the contractor shall clearly state, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money: (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

b. Public Law No.

Fiscal Year

Period Covered

[applicable information to be included at time of award]

ARTICLE H.9. REPORTING MATTERS INVOLVING FRAUD, WASTE AND ABUSE

Anyone who becomes aware of the existence or apparent existence of fraud, waste and abuse in NIH funded programs is encouraged to report such matters to the HHS Inspector General's Office in writing or on the Inspector General's Hotline. The toll free number is **1-800-HHS-TIPS (1-800-447-8477)**. All telephone calls will be handled confidentially. The e-mail address is Htips@os.dhhs.gov and the mailing address is:

Office of Inspector General
Department of Health and Human Services
TIPS HOTLINE
P.O. Box 23489
Washington, D.C. 20026

Information regarding procedural matters is contained in the NIH Manual Chapter 1754, which is available on <http://www1.od.nih.gov/oma/oma.htm>.

ARTICLE H.10. INVENTION REPORTING REQUIREMENT

All reports and documentation required by FAR Clause 52.227-11 including, but not limited to, the invention disclosure report, the confirmatory license, and the government support certification, shall be directed to the Office of Extramural Inventions and Technology Resources Branch, OPERA, NIH, 6701 Rockledge Drive, Room 3190, Bethesda, Maryland 20892-7750 (Telephone: 301- 435-1986. In addition, one copy of the annual utilization report, and a copy of the final invention statement, shall be submitted to the Contracting Officer at the address listed below. The final invention statement (see FAR 27.303(a)(2)(ii)) shall be submitted within 90 days after contract expiration to the following address:

Contracting Officer
National Institutes of Health
Division of Research Acquisition, OLAO/OA/OD
Room 6E01
6100 Executive Boulevard, MSC 7540
Bethesda, Maryland 20892-7540

To assist contractors in complying with invention reporting requirements of the clause, the NIH has developed "Interagency Edison," an electronic invention reporting system. Use of Interagency Edison is encouraged as it streamlines the reporting process and greatly reduces paperwork. Access to the system is through a secure interactive web site to ensure that all information submitted is protected. Interagency Edison and information relating to the capabilities of the system can be obtained from the Web (<http://www.iedison.gov>), or by contacting the Office of Extramural Inventions and Technology Resources Branch, OPERA, NIH.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

THE FOLLOWING PAGES CONTAIN A LISTING OF GENERAL CLAUSES WHICH WILL BE APPLICABLE TO MOST CONTRACTS RESULTING FROM THIS SOLICITATION. HOWEVER, THE ORGANIZATIONAL STRUCTURE OF THE SUCCESSFUL OFFEROR WILL DETERMINE THE SPECIFIC GENERAL CLAUSES LISTING TO BE CONTAINED IN THE CONTRACT AWARDED FROM THIS SOLICITATION.

ARTICLE I.1. GENERAL CLAUSES FOR A COST-REIMBURSEMENT RESEARCH AND DEVELOPMENT CONTRACT - FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE (FEBRUARY 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. FAR clauses are also available on the Internet at <http://www.arnet.gov/far/>.

a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:

FAR CLAUSE

<u>NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.202-1	Oct 1995	Definitions
52.203-3	Apr 1984	Gratuities (Over \$100,000)
52.203-5	Apr 1984	Covenant Against Contingent Fees (Over \$100,000)
52.203-6	Jul 1995	Restrictions on Subcontractor Sales to the Government (Over \$100,000)
52.203-7	Jul 1995	Anti-Kickback Procedures(Over \$100,000)
52.203-8	Jan 1997	Cancellation, Recission, and Recovery of Funds for Illegal or Improper Activity (Over \$100,000)
52.203-10	Jan 1997	Price or Fee Adjustment for Illegal or Improper Activity (Over \$100,000)
52.203-12	Jun 1997	Limitation on Payments to Influence Certain Federal Transactions (Over \$100,000)
52.204-4	Jun 1996	Printing/Copying Double-Sided on Recycled Paper (Over \$100,000)
52.209-6	Jul 1995	Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Over \$25,000)
52.215-2	Jun 1999	Audit and Records - Negotiation (Over \$100,000)
52.215-8	Oct 1997	Order of Precedence - Uniform Contract Format
52.215-10	Oct 1997	Price Reduction for Defective Cost or Pricing Data
52.215-12	Oct 1997	Subcontractor Cost or Pricing Data (Over \$500,000)
52.215-14	Oct 1997	Integrity of Unit Prices (Over \$100,000)
52.215-15	Dec 1998	Pension Adjustments and Asset Reversions
52.215-18	Oct 1997	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions

52.215-19	Oct 1997	Notification of Ownership Changes
52.215-21	Oct 1997	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications
52.216-7	Mar 2000	Allowable Cost and Payment
52.216-8	Mar 1997	Fixed Fee
52.219-8	Oct 1999	Utilization of Small Business Concerns (Over \$100,000)
52.219-9	Oct 1999	Small Business Subcontracting Plan (Over \$500,000)
52.219-16	Jan 1999	Liquidated Damages - Subcontracting Plan (Over \$500,000)
52.222-2	Jul 1990	Payment for Overtime Premium (Over \$100,000) (Note: The dollar amount in paragraph (a) of this clause is \$0 unless otherwise specified in the contract.)
52.222-3	Aug 1996	Convict Labor
52.222-26	Feb 1999	Equal Opportunity
52.222-35	Apr 1998	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era
52.222-36	Jun 1998	Affirmative Action for Workers with Disabilities
52.222-37	Jan 1999	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era
52.223-6	Jan 1997	Drug-Free Workplace
52.223-14	Oct 1996	Toxic Chemical Release Reporting
52.225-1	Feb 2000	Buy American Act - Balance of Payments Program - Supplies
52.225-13	Feb 2000	Restrictions on Certain Foreign Purchases
52.227-1	Jul 1995	Authorization and Consent, Alternate I (Apr 1984)
52.227-2	Aug 1996	Notice and Assistance Regarding Patent and Copyright Infringement (Over \$100,000)
52.227-11	Jun 1997	Patent Rights - Retention by the Contractor (Short Form) (Note: In accordance with FAR 27.303(a)(2), paragraph (f) is modified to include the requirements in FAR 27.303(a)(2)(i) through (iv). The frequency of reporting in (i) is annual.
52.227-14	Jun 1987	Rights in Data - General
52.232-9	Apr 1984	Limitation on Withholding of Payments
52.232-17	Jun 1996	Interest (Over \$100,000)
52.232-20	Apr 1984	Limitation of Cost
52.232-23	Jan 1986	Assignment of Claims
52.232-25	Jun 1997	Prompt Payment
52.232-34	May 1999	Payment by Electronic Funds Transfer--Other Than Central Contractor Registration
52.233-1	Dec 1998	Disputes
52.233-3	Aug 1996	Protest After Award, Alternate I (Jun 1985)

52.242-1	Apr 1984	Notice of Intent to Disallow Costs
52.242-3	Oct 1995	Penalties for Unallowable Costs (Over \$500,000)
52.242-4	Jan 1997	Certification of Final Indirect Costs
52.242-13	Jul 1995	Bankruptcy (Over \$100,000)
52.243-2	Aug 1987	Changes - Cost Reimbursement, Alternate V (Apr 1984)
52.244-2	Aug 1998	Subcontracts, Alternate II (Aug 1998) *If written consent to subcontract is required, the identified subcontracts are listed in ARTICLE B, Advance Understandings.
52.244-5	Dec 1996	Competition in Subcontracting (Over \$100,000)
52.244-6	Oct 1998	Subcontracts for Commercial Items and Commercial Components
52.245-5	Jan 1986	Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contract)
52.246-23	Feb 1997	Limitation of Liability (Over \$100,000)
52.249-6	Sep 1996	Termination (Cost-Reimbursement)
52.249-14	Apr 1984	Excusable Delays
52.253-1	Jan 1991	Computer Generated Forms

b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES:

HHSAR CLAUSE

<u>NO.</u>	<u>DATE</u>	<u>TITLE</u>
352.202-1	Apr 1984	Definitions - Alternate I (Apr 1984)
352.228-7	Dec 1991	Insurance - Liability to Third Persons
352.232-9	Apr 1984	Withholding of Contract Payments
352.233-70	Apr 1984	Litigation and Claims
352.242-71	Apr 1984	Final Decisions on Audit Findings
352.270-5	Apr 1984	Key Personnel
352.270-6	Jul 1991	Publication and Publicity
352.270-7	Apr 1984	Paperwork Reduction Act

[End of GENERAL CLAUSES FOR A COST-REIMBURSEMENT RESEARCH AND DEVELOPMENT CONTRACT - Rev. 3/2000].

ARTICLE I.2. AUTHORIZED SUBSTITUTIONS OF CLAUSES

Any authorized substitutions and/or modifications of clauses other than the General Clauses, which will be based on the type of contract/contractor, will be determined at the time of award. It is expected that the following adjustments to the General Clauses will be included in the resultant contract.

- a. The following clauses are deleted in their entirety:
- (1) FAR Clause 52.215-10, Price Reduction for Defective Cost or Pricing Data (OCTOBER 1997).
 - (2) FAR Clause 52.215-12, Subcontractor Cost or Pricing Data (OCTOBER 1997).
 - (3) FAR 52.215-14, Integrity of Unit Prices (OCTOBER 1997).
 - (4) FAR Clause 52.215-15, Pension Adjustments and Asset Reversions (DECEMBER 1998).
 - (5) FAR Clause 52.215-18, Reversion or Adjustment of Plans for Post Retirement Benefits (PRB) Other Than Pensions (OCTOBER 1997).
 - (6) FAR Clause 52.215-19, Notification of Ownership Changes (OCTOBER 1997).
- b. The following clauses are added:
- (1) Alternate IV (OCTOBER 1997) of FAR Clause 52.215-21, Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (OCTOBER 1997).
 - (2) Alternate II (JANUARY 1999) of FAR Clause 52.219-9, Small Business Subcontracting Plan (OCTOBER 1999).
- c. FAR Clause 52.232-20, Limitation of Cost, is deleted in its entirety and FAR Clause 52.232-22, Limitation of Funds (APRIL 1984) is substituted therefor.

ARTICLE I.3. ADDITIONAL CONTRACT CLAUSES

Additional clauses other than those listed below which are based on the type of contract/contractor shall be determined at the time of award. Any contract awarded from this solicitation will contain the following:

This contract incorporates the following clauses by reference, unless otherwise noted, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. FAR clauses are also available on the Internet at <http://www.arnet.gov/far/>.

a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

- (1) FAR 52.216-15, Predetermined Indirect Cost Rates (APRIL 1998).
- (2) FAR 52.217-2, Cancellation Under Multiyear Contracts (JULY 1996).
- (3) FAR 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JANUARY 1999).

"(c) Waiver of evaluation preference.....

[] Offeror elects to waive the evaluation preference."
- (4) FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCTOBER 1999).

"(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of 10 percent to the price of all offers, except--..."
- (5) FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCTOBER 1999).

- (6) FAR 52.227-14, Rights in Data - General (JUNE 1987), with Alternates I through V. *The appropriate Alternate(s) will be determined at the time of award.*
- (7) FAR 52.227-16, Additional Data Requirements (JUNE 1987).
- (8) FAR 52.230-2 through 52.230-6, Cost Accounting Standards (CAS) clauses. *The appropriate clause(s) for a CAS-covered contract will be determined at the time of award.*
- (9) FAR 52.246-23, Limitation of Liability (FEBRUARY 1997).

b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION/PUBLIC HEALTH SERVICE ACQUISITION REGULATION (HHSAR)/(PHSAR) (48 CHAPTER 3) CLAUSES:

PHS 352.280-2b, Care of Live Vertebrate Animals (OCTOBER 1986).

c. NATIONAL INSTITUTES OF HEALTH (NIH) RESEARCH CONTRACTING (RC) CLAUSES:

The following clause is attached and made a part of this contract:

NIH (RC)-7, Procurement of Certain Equipment (APRIL 1984) (OMB Bulletin 81-16).

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

1. Packaging and Delivery of the Proposal, September 1997, 2 pages.
2. Statement of Work, July 2000, 3 pages.
3. Invoice/Financing Request and Contract Financial Reporting Instructions for Cost-Reimbursement Type Contracts⁴, July 2000, 5 pages.
4. Small Business Subcontract Plan², February 1999, 7 pages.
5. Procurement of Certain Equipment, NIH(RC)-7 (OMB Bulletin 81-16)⁴, April 1984, 1 page.
6. Disclosure of Lobbying Activities, OMB Form SF-LLL², December 1989, 3 pages.
7. Proposal Summary and Data Record, NIH-2043 (Rev. 6/82)², June 1982, 2 pages.
8. Contact Points², July 1991, 1 page.
9. Technical Proposal Cost Information¹, December 1988, 1 page.
10. Breakdown of Proposed Estimated Cost (plus fee) and Labor Hours², September 1992, 2 pages.
11. Summary of Related Activities¹, March 1984, 1 page.
12. Small Disadvantaged Business (SDB) Participation Plan², July 2000, 1 page.

Footnotes:

1. These forms must be completed (where applicable) and submitted with the Technical Proposal.
2. These forms must be completed (where applicable) and submitted with the Business Proposal.
3. These forms are for informational purposes only.
4. These forms will be attached to any contract resulting from this solicitation.
5. Submission instructions are contained on the form.
6. Complete this form as soon as possible and return as indicated on the form.
7. If applicable, this form is to be completed and submitted with the Technical Proposal. **ALL INSTITUTIONS MUST HAVE THE FORM REVIEWED AND APPROVED BY THEIR INSTITUTIONAL REVIEW COMMITTEE.**
8. Submission Instructions are contained in Section L.

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

Representations, Certifications, and Other Statements of Offerors or Quoters (Negotiated)

- | | | |
|-----|---------------|--|
| 1. | FAR 52.203-2 | Certification of Independent Price Determination |
| 2. | FAR 52.203-11 | Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (DEVIATION) |
| 3. | FAR 52.204-3 | Taxpayer Identification |
| 4. | FAR 52.204-5 | Women-Owned Business (Other Than Small Business) |
| 5. | FAR 52.204-6 | Data Universal Numbering System (DUNS) Number |
| 6. | FAR 52.209-5 | Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters |
| 7. | FAR 52.215-6 | Place of Performance |
| 8. | FAR 52.219-1 | Small Business Program Representations |
| 9. | FAR 52.219-19 | Small Business Concern Representation for the Small Business Competitiveness Demonstration Program |
| 10. | FAR 52.219-21 | Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program |
| 11. | FAR 52.219-22 | Small Disadvantaged Business Status |
| 12. | FAR 52.222-21 | Certification of Nonsegregated Facilities |
| 13. | FAR 52.222-22 | Previous Contracts and Compliance Reports |
| 14. | FAR 52.222-25 | Affirmative Action Compliance |
| 15. | FAR 52.222-48 | Exemption From Application of Service Contract Act Provisions |
| 16. | FAR 52.223-4 | Recovered Material Certification |
| 17. | FAR 52.223-13 | Certification of Toxic Chemical Release Reporting |
| 18. | FAR 52.225-2 | Buy American Act--Balance of Payments Program Certificate |
| 19. | FAR 52.225-4 | Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate |
| 20. | FAR 52.225-6 | Trade Agreements Certificate |
| 21. | FAR 52.226-2 | Historically Black College or University and Minority Institution Representation |
| 22. | FAR 52.227-6 | Royalty Information |
| 23. | FAR 52.230-1 | Cost Accounting Standards Notices and Certification |
| 24. | ---- | Certification Regarding Environmental Tobacco Smoke |
| 25. | ---- | Certification of Institutional Policy on Conflict of Financial Interest |
| 26. | FAR 15.406-2 | Certificate of Current Cost or Pricing Data |

To Be Completed by the Offeror: (The Representations and Certifications must be executed by an individual authorized to bind the offeror.) The offeror makes the following Representations and Certifications as part of its proposal (check/complete all appropriate boxes or blanks on the following pages).

(Name of Offeror)

(RFP No.)

(Signature of Authorized Individual)

(Date)

(Typed Name of Authorized Individual)

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C 1001.

1. **52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APRIL 1985)**

(a) The offeror certifies that -

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

.....
.....

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

2. **52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (DEVIATION)**

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitations on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 -
 - (1) No Federal appropriated funds have been paid or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation.

- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit with its offer, OMB Standard Form-LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

3. **52.204-3 TAXPAYER IDENTIFICATION (OCTOBER 1998)**

- (a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (d) Taxpayer Identification Number (TIN).

[] TIN: _____

[] TIN has been applied for.

[] TIN is not required because:

[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[] Offeror is an agency or instrumentality of a foreign government;

[] Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____

(f) Common parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:
Name _____
TIN _____

4. **52.204-5 WOMEN-OWNED BUSINESS (Other Than Small Business) (MAY 1999)**

- (a) *Definition.* Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.]

The offeror represents that it ☐ is a women-owned business concern.

5. **52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUNE 1999)**

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, if located within the United States, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:
 - (1) Company name.
 - (2) Company address.
 - (3) Company telephone number.
 - (4) Line of business.
 - (5) Chief executive officer/key manager.
 - (6) Date the company was started.
 - (7) Number of people employed by the company.
 - (8) Company affiliation.
- (c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

6. **52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED SUSPENSION, PROPOSED DEBARMENT AND OTHER RESPONSIBILITY MATTERS (MARCH 1996)**

(NOTE: Applies to contracts expected to exceed \$100,000.)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that -
 - (i) The Offeror and/or any of its Principals --
 - (A) Are [], are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have [], have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (C) Are [], are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
 - (ii) The Offeror has [], has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals" for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

7. **52.215-6 PLACE OF PERFORMANCE (OCTOBER 1997)**

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend (**check applicable block**) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address
(City, State, County, Zip Code)

**Name and Address of Owner and Operator of the Plant
or Facility if Other than Offeror or Respondent**

8. **52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 1999)**

(Note: This provision applies to solicitations exceeding the micro-purchase threshold when the contract is to be performed in the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia.)

- (a)
 - (1) The standard industrial classification (SIC) code for this acquisition is [INSERT SIC CODE].
 - (2) The small business size standard is [INSERT SIZE STANDARD].
 - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) **Representations.**
 - (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.
 - (2) **(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents, for general statistical purposes, that it [] is, [] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
 - (3) **(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(c) **Definitions.**

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Women-owned small business concern, as used in this provision, means a small business concern-

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) **Notice.**

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

ALTERNATE I (NOVEMBER 1999). As prescribed in 19.307(a)(2), add the following paragraph (b)(4) to the basic provision:

- (4) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--
 - (i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
 - (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

9. **52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (JANUARY 1997)**

(This representation must be completed if the acquisition is for one of the four designated industry groups of the Small Business Competitiveness Demonstration Program [includes Construction Contracts under SIC codes that comprise major groups 15, 16 and 17 [excluding dredging - Federal Procurement Data System [FPDS] service codes Y216 and Z216], refuse systems and related services (including trash/garbage collection services but excluding those for hazardous waste), contracts under SIC Code 4212 or 4953, limited to FPDS service code S205], architectural and engineering services [including surveying and mapping] contracts under SIC code 7389, 8711, 8712, or 8713, which are awarded under FAR Subpart 36.6 [limited to FPDS service codes C111 through C216, C219, T002, T004, T008, T009, T014, and R404], non-nuclear ship repair [not applicable to HHS]).

(a) **Definition**

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

- (b) **(Complete only if offeror has represented itself under the provision at FAR 52.219-1 as a small business concern under the size standards of this solicitation.)**

The Offeror [] is, [] is not an emerging small business.

- (c) **(Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)**

Offeror's number of employees for the past twelve months (**check this column if size standard stated in solicitation is expressed in terms of number of employees**) or Offeror's average annual gross revenue for the last 3 fiscal years (**Check this column if size standard stated in solicitation is expressed in terms of annual receipts**). (Check one of the following.)

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

10. **52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (MAY 1999)**

(Complete only if the Offeror has represented itself under the provision 52.219-1 as a small business concern under the size standards of this solicitation.)

(NOTE: This representation must be completed if this solicitation covers one of the ten targeted industry categories under the Small Business Competitiveness Demonstration Program and if the offeror has certified itself under the clause at FAR 52.219-1 to be a small business concern under the size standards of this solicitation).

Offeror's number of employees for the past twelve months (**check this column if size standard stated in solicitation is expressed in terms of number of employees**) or Offeror's average annual gross revenue for the last three fiscal years (**check this column if size standard stated in solicitation is expressed in terms of annual receipts**). (Check one of the following.)

<u>No. of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

The ten targeted industries are as follows:

<u>Product Service Code</u>	<u>SIC Code</u>	<u>Description</u>
G004	8742	Counseling/Training/Social Rehabilitation Services
J099	7699	Maintenance, Repair and Rebuilding of Equipment (Office Machines, Text Processing Systems & Visible Record Equipment)
K099	7699	Modification of Equipment (misc.)
Q210	8099, 8742	General Health Care Services
R406	8742	Policy Review/Development Services
R497	7299	Personal Services
6505	2833, 2834	Drugs and Biologics
	2835, 2836	
7045	3572, 3695	ADP Supplies
	5065	
7110	5021	Office Furniture
7510	5112	Office Supplies

11. **52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCTOBER 1999)**

(Note: This applies to competitive solicitations over \$100,000 under the SIC Major Groups for which a price evaluation adjustment is applicable.)

- (a) **General.** This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.
- (b) **Representations.**
 - (1) **General.** The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--
 - [] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and
 - (A) No material change in disadvantaged ownership and control has occurred since its certification;
 - (B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
 - (C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or
 - [] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
 - (2) [] **For Joint Ventures.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

- (c) **Penalties and Remedies.** Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:
- (1) Be punished by imposition of a fine, imprisonment, or both;
 - (2) Be subject to administrative remedies, including suspension and debarment; and
 - (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

Alternate I (OCTOBER 1998)

(Note: Applies when price evaluation adjustment for small disadvantaged business concerns is authorized on a regional basis. Designated regions by Major SIC Category can be found at <http://www.arnet.gov/References/sdbadjustments.htm>. Currently, this includes SIC Major Industry Groups 15, 16, 17 which are all construction related groups.)

As prescribed in 19.306(b), add the following paragraph (b)(3) to the basic provision:

- (3) Address. The offeror represents that its address_____is, _____is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

12. 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (FEBRUARY 1999)

- (a) *Segregated facilities*, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

13. 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEBRUARY 1999)

The offeror represents that --

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

14. **52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APRIL 1984)**

The offeror represents that (a) it [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

15. **52.222-48 EXEMPTION FROM APPLICATION OF SERVICE CONTRACT ACT PROVISIONS FOR CONTRACTS FOR MAINTENANCE, CALIBRATION, AND/OR REPAIR OF CERTAIN INFORMATION TECHNOLOGY, SCIENTIFIC AND MEDICAL AND/OR OFFICE AND BUSINESS EQUIPMENT--CONTRACTOR CERTIFICATION (AUGUST 1996)**

(NOTE: This clause is applicable to all solicitations and resultant contracts calling for maintenance, calibration, and/or repair of information technology, scientific and medical, and office and business equipment if the contracting officer determines that the resultant contract may be exempt from Service Contract Act coverage).

- (a) The following certification shall be checked:

CERTIFICATION

The offeror certifies [], does not certify [] that: (1) The items of equipment to be serviced under this contract are commercial items which are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations; (2) The contract services are furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, and/or repair of certain information technology, scientific and medical, and/or office and business equipment. An "established catalog price" is a price (including discount price) recorded in a catalog, price list schedule, or other verifiable and established record that is regularly maintained by the manufacturer or the Contractor and is either published or otherwise available for inspection by customers. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated by data from sources independent of the manufacturer or Contractor; and (3) The Contractor utilizes the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for equivalent employees servicing the same equipment of commercial customers.

- (b) If a negative certification is made and a Service Contract Act wage determination is not attached to the solicitation, the Contractor shall notify the Contracting Officer as soon as possible.
- (c) Failure to execute the certification in paragraph (a) of this clause or to contact the Contracting Officer as required in paragraph (b) of this clause may render the bid or offer nonresponsive.

16. **52.223-4 RECOVERED MATERIAL CERTIFICATION (OCTOBER 1997)**

(This certification is applicable in solicitations that are for, or specify the use, of recovered materials.)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

17. **52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCTOBER 1996)**

NOTE: This certification is applicable for all solicitations for competitive contracts expected to exceed \$100,000 (including all options) and competitive 8(a) contracts. It is not applicable to acquisitions of commercial items, or to contracts where the contractor's facilities are located outside the United States (the "United States" includes any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, and any other territory or possession over which the United States has jurisdiction)

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (b) By signing this offer, the offeror certifies that--
 - (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
 - (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)
 - ☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
 - ☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
 - ☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
 - ☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in Section 19.102 of the ion Regulation; or
 - ☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

18. **52.225-2 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (FEBRUARY 2000)**

[Note: This provision is applicable for all requirements EXCEPT for 1) foreign contracts or 2) when one of the following two provisions (52.225-4, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate, or 52.225-6, Trade Agreements Certificate) apply.

- (a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(b) Foreign End Products:

Line Item No.: _____
Country of Origin: _____
(List as necessary)

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

19. **52.225-4 BUY AMERICAN ACT NORTH AMERICAN FREE TRADE AGREEMENT--ISRAELI TRADE ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (FEBRUARY 2000)**

[Note: This provision is applicable for requirements with a value exceeding \$25,000 but less than \$186,000 EXCEPT for 1) foreign acquisitions or 2) acquisitions that are exempt from NAFTA and the Israeli Trade Act. (See FAR 25.401).]

- (a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product (as defined in the clause of this solicitation entitled, "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program") and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.
- (b) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled, "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products:

Line Item No.: _____
Country of Origin: _____
(List as necessary)

- (c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled, "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.: _____
Country of Origin: _____
(List as necessary)

- (d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

ALTERNATE I (FEBRUARY 2000) As prescribed in 25.1101(b)(2)(ii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

[Note: Applies when the acquisition value exceeds \$25,000 but is less than \$50,000.]

- (b) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian End Products:

Line Item No.: _____
(List as necessary)

ALTERNATE II (FEBRUARY 2000) As prescribed in 25.1101(b)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

[Note: Applies when the acquisition value is \$50,000 or more, but is less than \$53,150.]

- (b) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products

Line Item No.: _____
Country of Origin: _____
(List as necessary)

20. **52.225-6 TRADE AGREEMENTS CERTIFICATE - (FEBRUARY 2000)**

[Note: This provision is applicable for acquisitions valued at \$186,000 or more, if the Trade Agreement Act applies. (See FAR 25.401 and 25.403).]

- (a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
- (b) The offeror shall list as other end products those supplies that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.: _____
Country of Origin: _____
(List as necessary)

- (c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of this solicitation.

21. **52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION - (MAY 1997)**

- (a) Definitions. As used in this provision--Historically Black College or University means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority Institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for the purpose of this provision, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

(b) Representation. The offeror represents that it--

☐ is ☐ is not a Historically Black College or University;

☐ is ☐ is not a Minority Institution.

22. **52.227-6 ROYALTY INFORMATION - (APRIL 1984)**

(a) **Cost or charges for royalties.** When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

(b) **Copies of current licenses.** In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(NOTE: Alternate I, below, is applicable for communication services and facilities by a common carrier.)

ALTERNATE I (APRIL 1984), 52.227-6 ROYALTY INFORMATION (APRIL 1984)

Substitute the following for the introductory portion of paragraph (a) of the basic clause:

When the response to this solicitation covers charges for special construction or special assembly that contain costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

23. **52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (APRIL 1998)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS-coverage pursuant to 48 CFR 9903.201-2(C)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement -- Cost Accounting Practices and Certification

- (a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 9903.201-1.
- (b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

- (c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) original and one copy to the cognizant Administrative Contracting Officer (ACO), or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and;
- (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable.. Forms may be obtained from the cognizant ACO or Federal official and/or from the looseleaf version of the Federal Acquisition Regulation).

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts

subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that:

- (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted, and
- (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

☐ (5) Certificate of Disclosure Statement Due Date by Educational Institution.
(ALTERNATE I - APRIL 1996)

If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903-202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (*check one and complete*):

- ☐ (i) A Disclosure Statement filing Due Date of _____ has been established with the cognizant Federal agency.
- ☐ (ii) The Disclosure Statement will be submitted within the 6-month period ending _____ months after receipt of this award.

Name and Address of Cognizant ACO or Federal Official Where Disclosure Statement is to be Filed:

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

- ☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards Clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES

☐ NO

24. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE (DECEMBER 1994)

(Note: This certification applies only to those contract which contain provisions for children's services. The offeror's signature on the face page of these Representations and Certifications constitutes certification by the submitting organization of its compliance with the Act.)

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

25. CERTIFICATION OF INSTITUTIONAL POLICY ON CONFLICT OF FINANCIAL INTEREST (OCTOBER 1995)

(Note: This certification is applicable to Research and Development (R&D) Contracts. However, this certification does not apply to SBIR-Phase I contractors.)

By submission of its offer, the offeror certifies that:

- (1) A written and enforced administrative process to identify and manage, reduce or eliminate conflicting financial interest with respect to all research projects for which funding is sought from the NIH is ☐ , is not ☐ currently in effect.
- (2) Should a process not be in effect at the time of the submission of its offer, the offeror certifies that it will, no later than 30 days subsequent to submission of its offer or prior to award, whichever is earlier, notify the Contracting Officer of the establishment of a written and enforced financial conflict of interest policy.

26. **15.406-2 CERTIFICATE OF CURRENT COST OR PRICING DATA**

(When cost or pricing data are required in accordance with FAR 15.406-2, the Contracting Officer will request that the offeror complete, execute, and submit to the Contracting Officer a certification in the format shown in the following Certificate of Current Cost or Pricing Data. The certification shall be submitted only at the time negotiations are concluded. Offerors should complete the certificate and return it when requested by the Contracting Officer.)

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____**.

This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm _____

Signature _____

Name _____

Title _____

Date of execution*** _____

* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.)

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached, or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

(End of Certificate)

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

1. GENERAL INFORMATION

a. **INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION [FAR Clause 52.215-1 (February 2000)]**

(a) *Definitions.* As used in this provision--

Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"*In writing*" or "*written*" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"*Proposal modification*" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"*Proposal revision*" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"*Time*," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.* (1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.* (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

- (ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
 - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (3) It is the only proposal received.
- (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--
 - (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate

this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets *[insert numbers or other identification of sheets]*; and

- (2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

- (f) *Contract award.* (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) **The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint.** The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other offerors:
- (i) The overall evaluated cost or price and technical rating of the successful offeror;
 - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iii) A summary of the rationale for award; and

- (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

b. **SIC CODE AND SIZE STANDARD**

Note: The following information is to be used by the offeror in preparing its Representations and Certifications (Section K of this solicitation), specifically, the provision entitled, SMALL BUSINESS PROGRAM REPRESENTATION, FAR Clause 52.219-1.

- (1) The standard industrial classification (SIC) code for this acquisition is 8733.
- (2) The small business size standard is \$5.0 million.

THIS REQUIREMENT IS NOT SET-ASIDE FOR SMALL BUSINESS. However, the Federal Acquisition Regulation (FAR) requires in every solicitation, except foreign acquisitions, the inclusion of the Standard Industrial Classification (SIC) Code and corresponding size standard which best describes the nature of the requirement in the solicitation.

c. **NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS**

In accordance with FAR Clause 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, incorporated in Section I.3., offerors will be evaluated by adding a factor of 10 percent to the price of all offers, except offers from small disadvantaged business concerns that have not waived the adjustment. (Note: A listing of other offerors who are excepted and will not have this evaluation factor added to their offer may be found in subparagraph (b) of FAR Clause 52.219-23.

A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of FAR Clause 52.219-23 do not apply to offerors that waive the adjustment.

IF A SMALL DISADVANTAGED BUSINESS CONCERN ELECTS TO WAIVE THE EVALUATION ADJUSTMENT, IT SHALL SPECIFICALLY STATE SO ON THE COVER PAGE OF THE BUSINESS PROPOSAL.

d. **TYPE OF CONTRACT AND NUMBER OF AWARDS**

It is anticipated that one award will be made from this solicitation and that the award will be made on/about May 1, 2001.

It is anticipated that the award from this solicitation will be a multi-year, completion type, cost-reimbursement contract, with a term of three years. It is also anticipated that incremental funding will be used for this contract.

e. **ESTIMATE OF EFFORT**

To assist you in the preparation of your proposal, the Government considers the total effort to be approximately 18,720 labor hours (based on a work-year equaling 2,080 hours) or 9.0% level of effort (based on 3.0 full-time persons per year). Although not to be considered restrictive for proposal purposes, the Government estimates the labor hours/level of effort to be made up as follows:

Labor Hours/Level of Effort

<u>Labor Category</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Total</u>
Professional	2,080/1.0 %	2,080/1.0 %	2,080/1.0 %	6,240/3.0 %
Support	<u>4,160/2.0 %</u>	<u>4,160/2.0 %</u>	<u>4,160/2.0 %</u>	<u>12,480/6.0 %</u>
Total	6,240/3.0 %	6,240/3.0 %	6,240/3.0 %	18,720/9.0 %

f. **COMMITMENT OF PUBLIC FUNDS**

The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this proposed acquisition. Any other commitment, either explicit or implied, is invalid.

g. **COMMUNICATIONS PRIOR TO CONTRACT AWARD**

Offerors shall direct all communications to the attention of the Contract Specialist or Contracting Officer cited on the face page of this solicitation. Communications with other officials may compromise the competitiveness of this acquisition and result in its cancellation.

h. **RELEASE OF INFORMATION**

Contract selection and award information will be disclosed to offerors in accordance with regulations applicable to this acquisition. The Contracting Officer will notify offerors promptly in writing when their proposals are eliminated from the competition or are not selected for award.

i. **COMPARATIVE IMPORTANCE OF PROPOSALS**

You are advised that paramount consideration shall be given to the evaluation of technical proposals. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price. The relative importance of the evaluation factors are specified in SECTION M of this solicitation. However, the Government reserves the right to make an award to the best advantage of the Government, cost and other factors considered.

j. **PREPARATION COSTS**

This solicitation does not commit the Government to pay for the preparation and submission of a proposal.

k. **SERVICE OF PROTEST (AUGUST 1996) - FAR 52.233-2**

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt.

Contracting Officer
National Institutes of Health
Division of Research Acquisition, OLAO/OA/OD
Room 6E01
6100 Executive Boulevard, MSC 7540
Bethesda, Maryland 20892-7540

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

2. INSTRUCTIONS TO OFFERORS

a. GENERAL INSTRUCTIONS

INTRODUCTION

The following instructions establish the acceptable minimum requirements for the format and content of proposals.

(1) Contract Type and General Clauses

It is contemplated that a completion type, cost-reimbursement contract will be awarded (see General Information). Any resultant contract will include the clauses applicable to the selected offeror's organization and type of contract awarded, as required by Public Law, Executive Order, or acquisition regulations in effect at the time of contract award.

(2) Authorized Official and Submission of Proposal

The proposal must be signed by an official authorized to bind your organization and must stipulate that it is predicated upon all the terms and conditions of this solicitation. The proposal shall be marked, addressed, and submitted in the number of copies specified in the attachment entitled PACKAGING AND DELIVERY OF THE PROPOSAL, Part III, Section J, hereof. Proposals must be typewritten, paginated, reproduced on letter size paper and must be legible in all required copies. To expedite the proposal evaluation, all documents required for responding to the solicitation should be placed in the following order:

I. COVER PAGE

Include solicitation title, number, name of organization, identification of the proposal part, and indicate whether the proposal is an original or a copy.

II. TECHNICAL PROPOSAL

It is recommended that the technical proposal consist of a cover page, table of contents, and the information requested in the Technical Proposal Instructions and SECTION J, List of Attachments.

III. BUSINESS PROPOSAL

It is recommended that the business proposal consist of a cover page, table of contents, and the information requested in the Business Proposal Instructions and SECTION J, List of Attachments.

(3) Proposal Summary and Data Record (NIH-2043)

The Offeror must complete Form NIH-2043, with particular attention to the length of time the proposal is firm and the designation of those personnel authorized to conduct negotiations, if necessary. (See Section J, attachment entitled PROPOSAL SUMMARY AND DATA RECORD.)

(4) Separation of Technical and Business Proposals

The proposal must be prepared in two parts: a "Technical Proposal" and a "Business Proposal." Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of, and concurrently with, evaluation of the other. The technical proposal must include direct cost and resources information, such as labor-hours and categories and applicable rates, materials, subcontracts, travel, etc., and associated costs

so that the offeror's understanding of the project may be evaluated (see attachment entitled TECHNICAL PROPOSAL COST INFORMATION/SUMMARY OF LABOR AND DIRECT COSTS). However, the technical proposal should not include pricing data relating to individual salary information, indirect cost rates or amounts, fee amounts (if any), and total costs. The technical proposal should disclose your technical approach in as much detail as possible, including, but not limited to, the requirements of the technical proposal instructions.

(5) **Alternate Proposals**

You may, at your discretion, submit alternate proposals, or proposals which deviate from the requirements; provided, that you also submit a proposal for performance of the work as specified in the statement of work. Such proposals may be considered if overall performance would be improved or not compromised and if they are in the best interests of the Government. Alternative proposals, or deviations from any requirements of this solicitation, shall be clearly identified.

(6) **Confidentiality of Proposals - HHSAR 352.215-12, Restriction on Disclosure and Use of Data (April 1984)**

The proposal submitted in response to this solicitation may contain data (trade secrets; business data, e.g., commercial information, financial information, and cost and pricing data; and technical data) which the offeror, including its prospective subcontractor(s), does not want used or disclosed for any purpose other than for evaluation of the proposal. The use and disclosure of any data may be so restricted; provided, that the Government determines that the data is not required to be disclosed under the Freedom of Information Act, 5 U.S.C. 552, as amended, and the offeror marks the cover sheet of the proposal with the following legend, specifying the particular portions of the proposal which are to be restricted in accordance with the conditions of the legend. The Government's determination to withhold or disclose a record will be based upon the particular circumstances involving the record in question and whether the record may be exempted from disclosure under the Freedom of Information Act:

Unless disclosure is required by the Freedom of Information Act, 5 U.S.C. 552, as amended, (the Act) as determined by Freedom of Information (FOI) Officials of the Department of Health and Human Services, data contained in the portions of this proposal which have been specifically identified by page number, paragraph, etc. by the offeror as containing restricted information shall not be used or disclosed except for evaluation purposes.

The offeror acknowledges that the Department may not be able to withhold a record (data, document, etc.) nor deny access to a record requested pursuant to the Act, and that the Department's FOI officials must make that determination. The offeror hereby agrees that the Government is not liable for disclosure if the Department has determined that disclosure is required by the Act.

If a contract is awarded to the offeror as a result of, or in connection with, the submission of this proposal; the Government shall have the right to use or disclose the data to the extent provided in the contract. Proposals not resulting in a contract remain subject to the Act.

The offeror also agrees that the Government is not liable for disclosure or use of unmarked data and may use or disclose the data for any purpose, including the release of the information pursuant to requests under the Act.

The data subject to this restriction are contained in pages (insert page numbers, paragraph designations, etc. or other identification)

In addition, the offeror should mark each page of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this page is subject to the restriction on the cover sheet of this proposal."

NOTE: Offerors are cautioned that proposals submitted with the restrictive legends or statements differing in substance from the above legend may not be considered for award. The Government reserves the right to reject any proposal submitted with a nonconforming legend.

(7) **Evaluation of Proposals**

The Government will evaluate technical proposals in accordance with the criteria set forth in Part IV, Section M, of this solicitation.

(8) **Use of the Metric System of Measurement**

It is the policy of the Department of Health and Human Services to support the Federal transition to the metric system and to use the metric system of measurement in all procurement, grants, and other business related activities unless such use is impracticable or is likely to cause significant inefficiencies.

The offeror is encouraged to prepare their proposal using either "Hard Metric," "Soft Metric," or "Dual Systems" of measurement. The following definitions are provided for your information:

Hard Metric - The replacement of a standard inch-pound size with an accepted metric size for a particular purpose. An example of size substitution might be: selling or packaging liquids by the liter instead of by the pint or quart (as for soft drinks), or instead of by the gallon (as for gasoline).

Soft Metric - The result of a mathematical conversion of inch-pound measurements to metric equivalents for a particular purpose. The physical characteristics are not changed.

Dual Systems - The use of both inch-pound and metric systems. For example, an item is designed, produced, and described in inch-pound values with soft metric values also shown for information or comparison purposes.

(9) **Care of Live Vertebrate Animals**

The following notice is applicable when contract performance is expected to involve care of live vertebrate animals:

Notice to Offerors of Requirement for Adequate Assurance of Protection of Vertebrate Animal Subjects -- (September 1985)

The Public Health Service (PHS) Policy on Human Care and Use of Laboratory Animals establishes a number of requirements for research activities involving animals. Before an award can be made to an applicant organization, the organization shall file, with the Office of Laboratory Animal Welfare (OLAW), National Institutes of Health, a written Animal Welfare Assurance which commits the organization to comply with the provisions of the PHS Policy on Humane Care and Use of Laboratory Animals by Awardee Institutions, the Animal Welfare Act, and the Guide for the Care and Use of Laboratory Animals prepared by the Institute of Laboratory Animal Resources. In accordance with the PHS Policy on Humane Care and Use of Laboratory Animals by Awardee Institutions, applicant organizations must establish a committee, qualified through the experience and expertise of its members, to oversee the institution's animal program, facilities and procedures. No NIH award involving the use of animals shall be made unless the Animal Welfare Assurance has been approved by OLAW. Prior to award, the Contracting Officer will notify the Contractor(s) selected for projects that involve live vertebrate animals that an Animal Welfare Assurance is required. The Contracting Officer will request that OLAW negotiate an acceptable Animal Welfare Assurance with the Contractor(s). Further information on the care and use of laboratory animals can be obtained by contacting OLAW at 6705 Rockledge Drive, RKL1, Suite 1050, MSC 7982, Bethesda, MD 20892-7982, (301) 496-7163, or by visiting their web site at <http://grants.nih.gov/grants/olaw/olaw.htm>.

(10) **Privacy Act**

The Privacy Act of 1974 (P.L. 93-579) requires that a Federal agency advise each individual whom it asks to supply information, the authority which authorizes the solicitation, whether disclosure is voluntary or mandatory, the principal purpose or purposes for which the information is intended to be used, the uses outside the agency which may be made of the information, and the effects on the individual, if any, of not providing all or any part of the requested information.

The NIH is requesting the information called for in this solicitation pursuant to the authority provided by Sec. 301(a)(7) of the Public Health Service Act, as amended, and P.L. 92-218, as amended.

Providing the information requested is entirely voluntary. The collection of this information is for the purpose of conducting an accurate, fair, and adequate review prior to a discussion as to whether to award a contract.

Failure to provide any or all of the requested information may result in a less than adequate review.

In addition, the Privacy Act of 1974 (P.L. 93-579, Section 7) requires that the following information be provided when individuals are requested to disclose their social security number.

Provision of the Social Security Number is voluntary. Social Security Numbers are requested for the purpose of accurate and efficient identification, referral, review and management of NIH contracting programs. Authority for requesting this information is provided by Section 301 and Title IV of the PHS Act, as amended.

The information provided by you may be routinely disclosed for the following purposes:

- to the cognizant audit agency and the General Accounting Office for auditing.
- to the Department of Justice as required for litigation.
- to respond to congressional inquiries.
- to qualified experts, not within the definition of Department employees, for opinions as a part of the review process.

(11) Selection of Offerors

- (a) The acceptability of the scientific and technical portion of each research contract proposal will be evaluated by a technical review committee. The committee will evaluate each proposal in strict conformity with the evaluation criteria of the solicitation. The committee may suggest that the Contracting Officer request clarifying information from an offeror.
- (b) The business portion of each contract proposal will be subjected to a cost or price evaluation and business analysis.
- (c) If award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of their proposal or to resolve minor or clerical errors.
- (d) If the Government determines that discussions are necessary, the Contracting Officer will establish a competitive range comprised of all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency. [Note: Communications with offerors before establishment of the competitive range may be necessary for reasons specified in FAR 15.306(b).] Oral or written discussions will be conducted with all offerors in the competitive range. All aspects of the proposal are subject to discussions, including cost, technical approach, past performance (if applicable), and contractual terms and conditions. At the conclusion of discussions, each offeror in the competitive range will be given an opportunity to submit a final proposal revision.
- (e) The process described in FAR 15.101-1 will be employed, which permits the Government to make tradeoffs among cost or price and non-cost factors and to consider award to other than the lowest priced offeror or other than the highest technically rated offeror.

(12) **Small Business Subcontracting Plan**

***** This document shall be submitted with the initial proposal.*****

If the proposed contract exceeds a total estimated cost of \$500,000 for the entire period of performance, the apparent successful offeror shall be required to submit an acceptable subcontracting plan in accordance with the terms of FAR Clause 52.219-9, Small Business Subcontracting Plan (October 1999), with Alternate II (January 1999).

- (a) THIS PROVISION DOES NOT APPLY TO SMALL BUSINESS CONCERNS.
- (b) The term "subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for the performance of the original contract or subcontract. This includes, but is not limited to, agreements/purchase orders for supplies and services such as equipment purchase, copying services, and travel services.
- (c) The offeror understands that:
 - (1) No contract will be awarded unless and until an acceptable plan is negotiated with the Contracting Officer which plan will be incorporated into the contract, as a material part thereof.
 - (2) An acceptable plan must, in the determination of the Contracting Officer, provide the maximum practicable opportunity for small business concerns and small business concerns owned and controlled by socially and economically disadvantaged persons to participate in the performance of the contract.
 - (3) If a subcontracting plan acceptable to the Contracting Officer is not negotiated within the time limits prescribed by the contracting activity and such failure arises out of causes within the control and with the fault or negligence of the offeror, the offeror shall be ineligible for an award. The Contracting Officer shall notify the Contractor in writing of the reasons for determining a subcontracting plan unacceptable early enough in the negotiation process to allow the Contractor to modify the plan within the time limits prescribed.
 - (4) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
 - (5) It is the offeror's responsibility to develop a satisfactory subcontracting plan with respect to small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, and women-owned small business concerns, and that each such aspect of the offeror's plan will be judged independent of the other.
 - (6) The offeror will submit, as required by the Contracting Officer, subcontracting reports in accordance with the instructions thereon, and as further directed by the Contracting Officer. Subcontractors will also submit these reports to the Government's Contracting Officer or as otherwise directed, with a copy to the prime Contractor's designated small and disadvantaged business liaison.
- (d) Each plan must contain the following:
 - (1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of Small, small disadvantaged, women-owned, and HUBZone small business concerns as subcontractors.
 - (2) A statement of total dollars planned to be subcontracted. A statement of total dollars to be subcontracted to each of the following type of small business concerns: Small, Small Disadvantaged, Women-Owned, and HUBZone Small Businesses.

- (3) A description of the principal types of supplies and services to be subcontracted with an identification of which supplies and services are expected to be subcontracted to small, small disadvantaged, women-owned and/or HUBZone small business concerns.
- (4) A description of the method used to develop the subcontracting goals.
- (5) A description of the method used to identify potential sources for solicitation purposes.
- (6) A statement as to whether or not indirect costs were included in establishing subcontracting goals. If they were, a description of the method used to determine the proportionate share of indirect costs to be incurred with small, small disadvantaged, women-owned, and HUBZone small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program and a description of his/her duties.
- (8) A description of the efforts the offeror will make to assure that small, small disadvantaged, women-owned, and HUBZone small business concerns have an equitable chance to compete for subcontracts.
- (9) Assurances that the offeror will include in all subcontracts the contract clause "Utilization of Small Business Concerns." Assure that all subcontractors, other than small businesses, in excess of \$500,000 adopt a plan similar to the plan agreed upon by the offeror.
- (10) Assurances that the offeror (and any required subcontractors) will cooperate in studies or surveys as required and submit required reports (SF 294 and SF 295) to the Government.
- (11) List the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirement and goals in the plan, including establishing source lists. Also, the offeror shall describe its efforts to locate small, small disadvantaged, women-owned, and HUBZone small business concerns and award subcontracts to them.

For additional information about each of the above elements required to be contained the subcontracting plan, see FAR Clause 52.219-9, Small Business Subcontracting Plan (October 1999), with Alternate II (January 1999), and the Sample Subcontracting Plan, which is provided as an attachment to this solicitation in SECTION J.

(13) HUBZone Small Business Concerns

Small Business offerors located in underutilized business zones, called "HUBZones," will be evaluated in accordance with FAR Clause 52.219-4, NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS, which is incorporated by reference in ARTICLE I.3. of this solicitation. Qualified HUBZone firms are identified in the Small Business Administration website at <http://www.sba.gov/hubzone>.

(14) Extent of Small Disadvantaged Business Participation

In accordance with FAR 15.304(c)(4), the extent of participation of small disadvantaged business (SDB) concerns in performance of the contract in the authorized SIC Major Groups shall be evaluated in unrestricted acquisitions expected to exceed \$500,000 (\$1,000,000 for construction), subject to certain limitations (see FAR 19.201 and 19.1202). For the purpose of this acquisition, SDB participation will be evaluated in accordance with the evaluation factor entitled Evaluation of Small Disadvantaged Business Participation, set forth in Section M of this solicitation. As a part of the business proposal, offerors shall provide targets, expressed as dollars and percentages of total contract value, in each of the applicable, authorized SIC Major Groups, a total target for SDB participation by the prime contractor, including joint ventures and team arrangements, and a total target for SDB participation by subcontractors. This information shall be provided in the format prescribed in Section J, attachment entitled Small Disadvantaged Business (SDB) Participation Plan or in a similar format developed by the offeror. Where participation of SDB concerns in the performance of the contract is not feasible, the offeror shall provide specific rationale for this exclusion. A list of the authorized SIC Major Groups can be found on the Internet at <http://www.arnet.gov/References/sdbadjustments.htm> and descriptions of the SIC Major Groups can be found at

<http://www.osha.gov/cgi-bin/sic/sicser5>. Targets for SDB participation will be incorporated into and become a part of any resultant contract.

SDB concerns will not be evaluated under this factor unless they waive the Price Evaluation Adjustment at FAR Subpart 19.11 (see Section L of the solicitation). Waiver of the price evaluation adjustment shall be clearly stated on the cover page of the business proposal.

(15) Salary Rate Limitation in Fiscal Year 2000

Offerors are advised that pursuant to P.L. 106-113, no NIH Fiscal Year 2000 (October 1, 1999 - September 30, 2000) funds may be used to pay the direct annual salary of an individual through any contract awarded as a result of this solicitation at a rate in excess of the Executive Schedule, Level II* (direct salary is exclusive of Overhead, Fringe Benefits and General and Administrative expenses). This does not preclude the offeror from absorbing that portion of an employee's annual salary (plus the dollar amount for fringe benefits and associated indirect costs) that exceeds a rate of the Executive Schedule, Level II*. The salary rate limitation set by P.L. 106-113 applies only to Fiscal Year 2000 funds, however, salary rate ceilings for subsequent years may be included in future DHHS appropriation acts. Multi-year contracts awarded pursuant to this solicitation may be subject to unilateral modifications by the Government if an individual's annual salary exceeds any salary rate ceiling established in future appropriations acts. The Executive Schedule, Level II* annual salary rate limit also applies to individuals proposed under subcontracts. P.L. 106-113 states in pertinent part:

"None of the funds appropriated in this Act for the National Institutes of Health and the Substance Abuse, and Mental Health Services Administration shall be used to pay the salary of an individual through a grant or extramural mechanism at a rate in excess of Executive Level II."

***This rate may change periodically. For your information, the rate can be found at:**

<http://www.opm.gov/oca/2000tbls/execs/es/html/execsched.htm>

(16) Institutional Responsibility Regarding Conflicting Interests of Investigators

EACH INSTITUTION MUST:

- (a) Maintain an appropriate written, enforced policy on conflict of interest that complies with 42 CFR Part 50 Subpart F and/or 45 CFR Part 94 as appropriate and inform each investigator of the Institution's policy, the Investigator's reporting responsibilities, and the applicable regulations. If the Institution carries out the NIH funded research through subgrantees, contractors or collaborators, the Institution must take reasonable steps to ensure that Investigators working for such entities comply with the regulations, either by requiring those investigators to comply with the Institution's policy or by requiring the entities to provide assurances to the Institution that will enable the Institution to comply with the regulations.
- (b) Designate an Institutional official(s) to solicit and review financial disclosure statements from each Investigator who is planning to participate in NIH-funded research.
- (c) Require that by the time an application/proposal is submitted to the NIH each investigator who is planning to participate in the NIH-funded research has submitted to the designated official(s) a listing of his/her known Significant Financial Interests (and those of his/her spouse and dependent children): (i) that would reasonably appear to be affected by the research for which the NIH funding is sought; and (ii) in entities whose financial interests would reasonably appear to be affected by the research. All financial disclosures must be updated during the period of the award, either on an annual basis or as new reportable Significant Financial Interests are obtained.
- (d) Provide guidelines consistent with the regulations for the designated official(s) to identify conflicting interests and take such actions as necessary to ensure that such conflicting interests will be managed, reduced, or eliminated.

- (e) Maintain records, identifiable to each award, of all financial disclosures and all actions taken by the institution with respect to each conflicting interest for: (1) in the case of grants, at least three years from the date of submission of the final expenditures report or, where applicable, from other dates specified in 45 CFR Part 74.53(b) and (2) in the case of contracts, 3 years after final payment or, where applicable, for the other time period specified in 48 CFR Part 4 Subpart 4.7, Contract Records Retention.
- (f) Establish adequate enforcement mechanisms and provide for sanctions where appropriate.
- (g) Certify, in each application/proposal for funding to which the regulations applies, that:
 - i) there is in effect at the Institution a written and enforced administrative process to identify and manage, reduce or eliminate conflicting interests with respect to all research projects for which funding is sought from the NIH;
 - ii) prior to the Institution's expenditure of any funds under the award, the Institution will report to the awarding component the existence of a conflicting interest (but not the nature of the interest or other details) found by the Institution and assure that the interest has been managed, reduced or eliminated in accord with the regulations; and for any interest that the Institution identifies as conflicting subsequent to the expenditure of funds after award, the report will be made and the conflicting interest managed, reduced, or eliminated, at least on a temporary basis within sixty days of that identification;
 - iii) the Institution agrees to make information available, upon request, to the awarding component regarding all conflicting interests identified by the Institution and how those interested have been managed, reduced, or eliminated to protect the research from bias; and
 - iv) the Institution will otherwise comply with the regulations.

Institutional Management of Conflicting Interests

- (a) The designated official(s) must: (1) review all financial disclosures; and (2) determine whether conflict of interest exists, and if so, determine what actions should be taken by the Institution to manage, reduce or eliminate such conflict of interest. **A conflict of interest exists when the designated official(s) reasonably determines that a Significant Financial Interest could directly and significantly affect the design, conduct, or reporting of the NIH-funded research.**

Examples of conditions or restrictions that might be imposed to manage actual or potential conflicts of interests include, but are not limited to:

- i) public disclosure of significant financial interests;
 - ii) monitoring of research by independent reviewers;
 - iii) modification of the research plan;
 - iv) disqualification of the Investigator(s) from participation in all or a portion of the research funded by the awarding component;
 - v) divestiture of significant financial interests; or
 - vi) severance of relationships that create actual or potential conflicts of interests.
- (b) An Institution may require the management of other conflicting financial interests in addition to those described in paragraph (a) of this section, as the Institution deems appropriate.

(17) ROTC Access and Federal Military Recruiting on Campus

Section 514 of the FY 1997 Appropriations Act prohibits NIH from providing contract funds to educational institutions that the Secretary of Defense determines have a policy or practice (regardless of when implemented) that either prohibits, or in effect prevents (1) the maintaining, establishing, or operation of a unit of the Senior Reserve Officer Training Corps at the covered education entity; or (2) a student at the covered educational entity from enrolling in a unit of the Senior Reserve Officer Training Corps at another institution of higher education.

Further, contract funds may not be provided to educational institutions that have a policy or practice that prohibits or prevents (1) entry to campuses, or access to students (who are 17 years of age or older) on campuses, for purposes of Federal military recruiting; or (2) access by military recruiters for purposes of Federal military recruiting to information pertaining to students (who are 17 years of age or older) enrolled at the covered educational entity.

(18) Solicitation Provisions Incorporated by Reference - FAR 52.252-1 (February 1998)

This solicitation incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Solicitation provisions are also available on the Internet at <http://www.arnet.gov/far/>. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1):

- (a) Submission of Offers in the English Language, FAR Clause 52.214-34 (April 1991).
- (b) Submission of Offers in U.S. Currency, FAR Clause 52.214-35 (April 1991).
- (c) Order of Precedence-Uniform Contract Format, FAR Clause 52.215-8 (October 1997).
- (d) Preaward On-Site Equal Opportunity Compliance Review, (Over \$10,000,000), FAR Clause 52.222-24 (February 1999).

b. TECHNICAL PROPOSAL INSTRUCTIONS

A detailed work plan must be submitted indicating how each aspect of the statement of work is to be accomplished. Your technical proposal should be in as much detail as you consider necessary to fully explain your technical approach or method. The technical proposal should reflect a clear understanding of the nature of the work being undertaken, and it must include information on how the project is to be organized, staffed, and managed. Information should be provided which will demonstrate your understanding and management of important events or tasks.

(1) Technical Discussions

The technical discussion included in the technical proposal should respond to the items set forth below:

(a) Statement of Work

i) Objectives

State the overall objectives and the specific accomplishments you hope to achieve. Indicate the rationale for your plan, and relation to comparable work in progress elsewhere. Review pertinent work already published which is relevant to this project and your proposed approach. This should support the scope of the project as you perceive it.

ii) Approach

Use as many subparagraphs, appropriately titled, as needed to clearly outline the general plan of work. Discuss phasing of research and, if appropriate, include experimental design and possible or probable outcome of approaches proposed.

iii) Methods

Describe in detail the methodologies you will use for the project, indicating your level of experience with each, areas of anticipated difficulties, and any unusual expenses you anticipate.

iv) Schedule

Provide a schedule for completion of the work and delivery of items specified in the statement of work. Performance or delivery schedules shall be indicated for phases or segments, as applicable, as well as for the overall program. Schedules shall be shown in terms of calendar months from the date of authorization to proceed or, where applicable, from the date of a stated event, as for example, receipt of a required approval by the Contracting Officer. Unless the request for proposal indicates that the stipulated schedules are mandatory, they shall be treated as desired or recommended schedules. In this event, proposals based upon the offeror's best alternative schedule, involving no overtime, extra shift or other premium, will be accepted for consideration.

(b) **Personnel**

Describe the experience and qualifications of personnel who will be assigned for direct work on this program. Information is required which will show the composition of the task or work group, its general qualifications, and recent experience with similar equipment or programs. Special mention shall be made of direct technical supervisors and key technical personnel, and the approximate percentage of the total time each will be available for this program.

OFFERORS SHOULD ASSURE THAT THE PRINCIPAL INVESTIGATOR, AND ALL OTHER PERSONNEL PROPOSED, SHALL NOT BE COMMITTED ON FEDERAL GRANTS AND CONTRACTS FOR MORE THAN A TOTAL OF 100% OF THEIR TIME. IF THE SITUATION ARISES WHERE IT IS DETERMINED THAT A PROPOSED EMPLOYEE IS COMMITTED FOR MORE THAN 100% OF HIS OR HER TIME, THE GOVERNMENT WILL REQUIRE ACTION ON THE PART OF THE OFFEROR TO CORRECT THE TIME COMMITMENT.

i) Principal Investigator/Project Director

List the name of the Principal Investigator/Project Director responsible for overall implementation of the contract and key contact for technical aspects of the project. Even though there may be co-investigators, identify the Principal Investigator/Project Director who will be responsible for the overall implementation of any awarded contract. Discuss the qualifications, experience, and accomplishments of the Principal Investigator/Project Director. State the estimated time to be spent on the project, his/her proposed duties, and the areas or phases for which he/she will be responsible.

ii) Other Investigators

List all other investigators/professional personnel who will be participating in the project. Discuss the qualifications, experience, and accomplishments. State the estimated time each will spend on the project, proposed duties on the project, and the areas or phases for which each will be responsible.

iii) Additional Personnel

List names, titles, and proposed duties of additional personnel, if any, who will be required for full-time employment, or on a subcontract or consultant basis. The technical areas, character, and extent of subcontract or consultant activity will be indicated and the anticipated sources will be specified and qualified. For all proposed personnel who are not currently members of the offeror's staff, a letter of commitment or other evidence of availability is required. A resume does not meet this requirement. Commitment letters for use of consultants and other personnel to be hired must include:

-The specific items or expertise they will provide.

- Their availability to the project and the amount of time anticipated.
- Willingness to act as a consultant.
- How rights to publications and patents will be handled.

iv) Resumes

Resumes of all key personnel are required. Each must indicate educational background, recent experience, specific or technical accomplishments, and a listing of relevant publications.

(2) **Technical Evaluation**

Technical proposals will be evaluated in accordance with the factors and weights described in the Technical Evaluation Criteria, Section M of this solicitation.

(3) **Additional Technical Proposal Information**

- (a) Proposals which merely offer to conduct a program in accordance with the requirements of the Government's scope of work will not be eligible for award. The offeror must submit an explanation of the proposed technical approach in conjunction with the tasks to be performed in achieving the project objectives.
- (b) The technical evaluation is conducted in accordance with the weighted technical evaluation criteria by an initial review panel. This evaluation produces a numerical score (points) which is based upon the information contained in the offeror's proposal only.

(4) **Other Considerations**

Record and discuss specific factors not included elsewhere which support your proposal. Using specifically titled subparagraphs, items may include:

- (a) Any agreements and/or arrangements with subcontractor(s). Provide as much detail as necessary to explain how the statement of work will be accomplished within this working relationship.
- (b) Unique arrangements, equipment, etc., which none or very few organizations are likely to have which is advantageous for effective implementation of this project.
- (c) Equipment and unusual operating procedures established to protect personnel from hazards associated with this project.
- (d) Other factors you feel are important and support your proposed research.
- (e) Recommendations for changing reporting requirements if such changes would be more compatible with the offeror's proposed schedules.

c. **BUSINESS PROPOSAL INSTRUCTIONS**

(1) **General Information**

The business proposal must contain sufficient information to allow the Government to perform a basic analysis of the proposed cost or price to determine price reasonableness or cost realism. Such information is not considered cost or pricing data, and shall not be certified in accordance with FAR 15.406-2.

(2) **Proposal Cover Sheet**

The following information shall be provided on the first page of your pricing proposal:

- (a) Solicitation, contract, and/or modification number;
- (b) Name and address of offeror;
- (c) Name and telephone number of point of contact;
- (d) Name, address, and telephone number of Contract Administration Office, (if available);
- (e) Name, address, and telephone number of Audit Office (if available);
- (f) Proposed cost; profit or fee (if applicable), and total;
- (g) The following statement: *This proposal reflects our estimates and/or actual costs as of this date. By submitting this proposal, we grant the Contracting Officer or authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price.*
- (h) Date of submission; and
- (i) Name, title, and signature of authorized representative.

(3) **Information Other than Cost or Pricing Data**

- (a) The offeror shall submit a detailed breakdown of estimated costs by phase, segment, or year in the format prescribed in Section J, attachment entitled Breakdown of Proposed Estimated Cost (plus fee) and Labor Hours.
- (b) The information submitted shall be at the level of detail described below, as applicable.

i) **Direct Labor**

Provide a time-phased (e.g., monthly, quarterly, etc.) breakdown of labor hours, rates, and cost by appropriate category, and furnish bases for estimates.

ii) **Materials**

Provide a consolidated price summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing.

iii) **Subcontracts**

Include raw materials, parts, components, assemblies, and services that are to be produced or performed by others. Conduct price analyses of all subcontractor proposals. For all subcontracts exceeding \$500,000, provide a detailed breakdown of estimated costs in the same format as described above, and provide data showing the degree of competition and the basis for establishing the reasonableness of price.

iv) **Fringe Benefits**

Show fringe benefits as a separate line item. Include the rate(s) and/or method of calculating fringe benefits. Provide a copy of your fringe benefit rate or institutional guidelines.

v) **Indirect Costs**

Indicate how you have computed and applied your indirect costs, including cost breakdowns. Show budgetary data to provide a basis for evaluating the reasonableness of proposed rate(s), or where a rate agreement exists, provide a copy.

vi) **Equipment**

List any equipment proposed as a direct cost, including description, price, quantity, total price, purchase or lease, and the basis for pricing.

vii) **Travel**

Provide the cost of travel including destination, duration, purpose, per diem, transportation, and the basis for pricing.

viii) **Other Costs**

List all other costs not otherwise included in the categories described above (e.g., computer services, consultant services) and provide basis for pricing.

(4) **Qualifications of the Offeror**

- (a) You are requested to submit a summary of your general experience, organizational experience related to this solicitation, performance history and pertinent contracts and grants.

i) **General Experience**

General experience is defined as general background, experience and qualifications of the offeror. A discussion of proposed facilities which can be devoted to the project may be appropriate.

ii) **Organizational Experience Related to the Solicitation**

Organizational experience is defined as the accomplishment of work, either past or on-going, which is comparable or related to the effort required by this solicitation. This includes overall offeror or corporate experience, but not the experience and/or past performance of individuals who are proposed as personnel involved with the Statement of Work in this solicitation.

iii) **Performance History**

Performance history is defined as meeting contract objectives within delivery and cost schedules on efforts, either past or on-going, which is comparable or related to the effort required by this solicitation.

iv) **Pertinent Contracts**

Pertinent contracts is defined as a listing of each related contract completed within the last three years or currently in process. The listing should include: 1) the contract number; 2) contracting agency; 3) contract dollar value; 4) dates contract began and ended (or ends); 5) description of contract work; 6) explanation of relevance of work to this solicitation; 7) actual delivery and cost performance versus delivery and cost agreed to in the contract(s). For award fee contracts, separately state in dollars the base fee and award fee available and the award fee actually received. The same type of organizational experience and past performance data should be submitted.

v) **Pertinent Grants**

List grants supported by the Government that involved similar or related work to that called for in this solicitation. Include the grant number, involved agency, names of the grant specialist and the Science Administrator, identification of the work, and when performed.

You are cautioned that omission or an inadequate or inaccurate response to this very important solicitation requirement could have a negative effect on the overall selection process. Experience and past performance are factors which are relevant to the ability of the offerors to perform and while not an evaluation factor they are considered in the source selection process.

(5) **Other Administrative Data**

(a) **Property**

- i) It is DHHS policy that contractors will provide all equipment and facilities necessary for performance of contracts. Exception may be granted to furnish Government-owned property, or to authorize purchase with contract funds, only when approved by the Contracting Officer. If the offeror is proposing that the Government provide any equipment, other than that specified under Government-Furnished Property in the solicitation, the proposal must include comprehensive justification which includes:
 - a) An explanation that the item is for a special use essential to the direct performance of the contract and the item will be used exclusively for the purpose. Office equipment such as desks, office machines, etc., will not be provided under a contract except under very exceptional circumstances.
 - b) No practical or economical alternative exists (e.g., rental, capital investment) that can be used to perform the work.
- ii) The offeror shall identify Government-owned property in its possession and/or Contractor titled property acquired from Federal funds, which it proposes to use in the performance of the prospective contract.
- iii) The management and control of any Government property shall be in accordance with DHHS Publication (OS) 686 entitled "Contractor's Guide for Control of Government Property (1990)," a copy of which will be provided upon request.

(b) **Submission of Electronic Funds Transfer Information with Offer, FAR Clause 52.232-38 (MAY 1999)**

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration.

- i) The solicitation number (or other procurement identification number).
- ii) The offeror's name and remittance address, as stated in the offer.
- iii) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- iv) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- v) The offeror's account number and the type of account (checking, savings, or lockbox).
- vi) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
- vii) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

(c) **Financial Capacity**

The offeror shall indicate if it has the necessary financial capacity, working capital, and other resources to perform the contract without assistance from any outside source. If not, indicate the amount required and the anticipated source.

(d) **Incremental Funding**

(This is applicable if the contract resulting from this solicitation will be incrementally funded.)

An incrementally funded cost-reimbursement contract is a contract in which the total work effort is to be performed over a multiple year period and funds are allotted, as they become available, to cover discernible phases or increments of performance. The incremental funding technique allows for contracts to be awarded for periods in excess of one year even though the total estimated amount of funds expected to be obligated for

the contract are not available at the time of the contract award. If this requirement is specified elsewhere in this solicitation, the offeror shall submit a cost proposal for each year. In addition, the following provisions are applicable:

Sufficient funds are not presently available to cover the total cost of the complete multiple year project described in this solicitation. However, it is the Government's intention to negotiate and award a contract using the incremental funding concepts described in the clause entitled "Limitation of Funds." Under that clause, which will be included in the resultant contract, initial funds will be obligated under the contract to cover an initial period of performance. Additional funds are intended to be allotted from time to time, to the contract by contract modification, up to and including the full estimated cost of the contract, to accomplish the entire project. While it is the Government's intention to progressively fund this contract over the entire period of performance up to and including the full estimated cost, the Government will not be obligated to reimburse the Contractor for costs incurred in excess of the periodic allotments, nor will the Contractor be obligated to perform in excess of the amount allotted.

The "Limitation of Funds" clause to be included in the resultant contract shall supersede the "Limitation of Cost" clause found in the General Clauses.

(6) Subcontractors

If subcontractors are proposed, please include a commitment letter from the subcontractor detailing:

- (a) Willingness to perform as a subcontractor for specific duties (list duties).
- (b) What priority the work will be given and how it will relate to other work.
- (c) The amount of time and facilities available to this project.
- (d) Information on their cognizant field audit offices.
- (e) How rights to publications and patents are to be handled.
- (f) A complete cost proposal in the same format as the offeror's cost proposal.

(7) Annual Financial Report

One copy of the offeror's most recent annual report must be submitted as part of the business proposal.

(8) Representations and Certifications

One copy of the Representations and Certifications (Section K of this solicitation) shall be completed and signed by an official authorized to bind your organization. A completed copy of the Representations and Certifications is also required for all proposed subcontractors.

(9) Travel Policy

One copy of the offeror's (and any proposed subcontractor's) written travel policy shall be included in the business proposal (original only). If an offeror (or any proposed subcontractor) does not have a written travel policy, the offeror shall so state.

SECTION M - EVALUATION FACTORS FOR AWARD

1. GENERAL

The technical proposal will receive paramount consideration in the selection of the contractor for this acquisition. All evaluation factors, other than cost or price, when combined are significantly more important than cost or price. However, cost/price may become a critical factor in source selection in the event that two or more of the highest ranked offerors are determined to be essentially equal following the evaluation of all factors other than cost or price. In any event, the Government reserves the right to make an award to the offeror whose proposal provides the best overall value to the Government.

The evaluation will be based on the demonstrated capabilities of the prospective contractors in relation to the needs of the project as set forth in the solicitation. The merits of each proposal will be evaluated carefully. Each proposal must document the feasibility of successful implementation of the requirements of the solicitation. Offerors must submit information sufficient to evaluate their proposals based on the detailed criteria listed below.

2. TECHNICAL EVALUATION CRITERIA

The evaluation criteria listed below are used by the technical evaluation committee when reviewing technical proposals.

a. **Understanding of the Field** **20 points**

The offeror's understanding and analysis of the proposed project: Evidence of understanding of the current status of the field and the need for the specific items requested in the Statement of Work.

b. **Technical Approach** **40 points**

Quality of experimental design, including recognition and discussion of anticipated major experimental problems, together with suggested solutions; originality of ideas presented; soundness and feasibility of the procedures proposed.

c. **Personnel Qualifications** **30 points**

Experience, qualifications, competence and availability of offeror's investigative team including evidence of significant past collaboration or plans for future collaboration among personnel proposed.

d. **Facilities and Equipment** **10 points**

Availability of facilities and equipment deemed to be of value to the project and necessary to accomplish the objectives of the Statement of Work.

3. EVALUATION OF SMALL DISADVANTAGED BUSINESS PARTICIPATION

The extent of participation of small disadvantaged business (SDB) concerns in the performance of this acquisition will not be scored. However, the Government's conclusions about the overall commitment and realism of the offeror's targets for SDB participation will be used in determining the relative merits of the offeror's proposal and in selecting the offeror whose proposal is considered most advantageous to the Government.

Evaluation of SDB participation will be based on the following subfactors:

- a. The extent of commitment to use SDB concerns in performance of the contract (in terms of dollars and percentage of total contract value).
- b. The complexity and variety of work to be performed by SDB concerns (in terms of SIC Major Groups identified).

PACKAGING AND DELIVERY OF THE PROPOSAL

Your proposal shall be organized as specified in Section L.2., "Instructions to Offerors." Shipment and marking shall be as indicated below.

EXTERNAL PACKAGE MARKING

In addition to the address cited below, mark each package as follows:

"RFP No. NIH-DC-00-05

TO BE OPENED BY AUTHORIZED GOVERNMENT PERSONNEL ONLY"

NUMBER OF COPIES

PLEASE NOTE: THE TECHNICAL PROPOSAL SHALL BE SENT TO TWO DIFFERENT LOCATIONS. PLEASE READ THE FOLLOWING INFORMATION CAREFULLY.

A. TECHNICAL PROPOSAL ONLY

ORIGINAL* AND 4 COPIES TO:

If hand-delivered or delivery service

Contracting Officer
Division of Research Acquisition, OLAO/OA/OD
National Institutes of Health
6100 Executive Boulevard, Room 6E01
Rockville, Maryland 20852

If using U.S. Postal Service

Contracting Officer
Division of Research Acquisition, OLAO/OA/OD
National Institutes of Health
Room 6E01
6100 Executive Boulevard, MSC 7540
Bethesda, Maryland 20892-7540

8 COPIES TO:

If hand-delivered or delivery service

Chief
Scientific Review Branch, DER, NIDCD
National Institutes of Health
Room 400C, Executive Plaza South
6120 Executive Boulevard
Rockville, Maryland 20852

If using U.S. Postal Service

Chief
Scientific Review Branch, DER, NIDCD
National Institutes of Health
Room 400C, Executive Plaza South
6120 Executive Boulevard, MSC 7180
Bethesda, Maryland 20892-7180

B. BUSINESS PROPOSAL

ORIGINAL* AND 4 COPIES TO:

If hand-delivered or delivery service

Contracting Officer
Division of Research Acquisition, OLAO/OA/OD
National Institutes of Health
Room 6E01
6100 Executive Boulevard
Rockville, Maryland 20852

If using U.S. Postal Service

Contracting Officer
Division of Research Acquisition, OLAO/OA/OD
National Institutes of Health
Room 6E01
6100 Executive Boulevard, MSC 7540
Bethesda, Maryland 20892-7540

*THE ORIGINALS MUST BE READILY ACCESSIBLE FOR DATE STAMPING.

NOTE: The U.S. Postal Service's "Express Mail Next Day Service" does not deliver to the Rockville, Maryland addresses. Any package sent to those addresses via the U.S. Postal Service's "Express Mail Next Day Service" will be delivered to the NIH central mail-handling facility for processing. If your proposal is received at the place designated in the solicitation after the exact date and time specified for receipt, it will be considered a "late proposal."

STATEMENT OF WORK

The Feasibility of an Intraneural Auditory Prosthesis Stimulating Electrode Array

1. BACKGROUND

During the past 30 years auditory prostheses have developed from simple, single channel devices to implants with over 20 channels. However, there is scientific evidence that deaf users of cochlear implants do not show extra functional benefit from more than 6-10 channels. This is despite the fact that modern speech processors can easily separate the speech spectrum into over 20 truly independent channels. One of the principal reasons for this limit is that present day scala tympani electrodes can not impart this speech information to 20 separate portions of the auditory nerve.

The possibility exists to significantly improve human auditory prostheses by increasing the number of functional channels and by increasing the selectivity and dynamic range of each stimulating electrode. It has long been recognized that present day cochlear implants do a good job of imparting the temporal features of speech but fall far short in supplying the spectral information. In normal hearing, the spectral information of speech is spatially distributed across the broad tonotopic representation of speech frequencies in the auditory nerve. If an electrode array with very small electrode contacts is placed within the nerve instead of within the scala tympani, it may be possible to functionally restore this more accurate tonotopic representation. This is because electrical current diverges when it leaves an electrode contact surface. To minimize the amount of divergence, the surfaces should be as small as safe electrochemical considerations will permit and as close as possible to their target auditory nerve fibers. Such an approach is not new. Simmons's original chronic human implant (Simmons, F.B., Electrical stimulation of the auditory nerve in man, Arch Otolaryng, July 1966, vol 84, pp. 2-54) was designed for intraneural electrode placement, but the accurate placement of these electrodes was hampered by the primitive state of implant electrode materials, electrode array design, and imaging techniques at that time. With materials such as activated iridium and ultra miniature microelectrode array designs, including designs based on silicon technology, and high resolution imaging, it is time to re-examine the feasibility of this approach. This study will consist of the design and development of an intraneural electrode array and the testing of its safety and efficacy in an animal model of the human auditory nerve. It is anticipated that potential problems, such as the surgical approach, damage to the auditory nerve fibers themselves, injury to other nearby structures, infection, and cerebrospinal fluid leakage will also be evaluated.

This is a new research and development project. It is anticipated that the research findings resulting from this contract will be applied in subsequent research to improve the function of human auditory prostheses. It is related to other projects supported by the National Institute on Deafness and Other Communication Disorders (NIDCD) as the Institute has supported research and development on essentially all aspects of auditory prostheses. Progress reports from this work and a bibliography of publications from previous and on-going studies supported by both NIDCD and NINDS in the Neural Prosthesis Program (NPP) are available on the NPP Home Page: <http://www.ninds.nih.gov/npp>.

2. OBJECTIVE

The objective of this contract is to determine the feasibility of intraneural, auditory nerve stimulating electrode arrays that could lead to the development of improved human multichannel auditory prostheses.

3. WORK TO BE PERFORMED

The Contractor shall furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Government as needed to perform the statement of work. The Contractor shall determine, in animal models of human auditory nerves, the feasibility of intraneural, auditory nerve stimulating electrode arrays as a potential functional component of auditory prostheses.

Specifically the Contractor shall:

- A. Select appropriate models in an animal(s) (excluding chimpanzees) of the non-degenerated human auditory nerve during its course from the modiolus to the cochlear nucleus.
- B. Design and fabricate or obtain implantable, multicontact electrode arrays suitable for acutely and chronically stimulating small portions of the auditory nerves in the animal models with simultaneous multiple channel stimulation. These electrodes shall include:
 - 1. Discrete wire electrodes.
 - 2. Electrodes fabricated with integrated circuit techniques.
 - 3. If an initial design of an electrode array is found to be unsuitable, then new array designs shall be implemented that make use of the knowledge developed from the initial design.
- C. Utilize the above electrodes in the chosen models with acute neurophysiological testing to determine the functional effectiveness of the electrode design and placement. These tests shall consider:
 - 1. The ability of the electrodes to independently stimulate small populations of auditory nerve fibers with characteristic frequencies (CF) in the same approximate range.
 - 2. The relationship between the distance between electrode sites and the difference in CF's observed.
 - 3. The number of functionally independent populations that can be achieved and the approximate number of fibers in each population as a function of stimulus level from threshold to loss of independence of the populations or to levels just below those known to be damaging to nerve tissue.
 - 4. Whether there are differences in the ability to achieve functional independence of the populations as a function of the range of CF's within the independent populations.
 - 5. The ability of the fibers to temporally follow the stimulus frequency and the ability of simultaneous stimulation of more than one electrode to increase the temporal-spatial information content on the nerve.
 - 6. Locations that have a high likelihood that chronic electrode placement will be possible.
- D. Utilizing the most promising electrode designs based on the acute neurophysiological testing, implant them chronically into auditory nerves of the animal model found most appropriate.
 - 1. Explore the possibility of utilizing modern high resolution imaging techniques to assist the accurate placement of the electrodes.
 - 2. Stimulate a statistically appropriate number of animals at suprathreshold levels (based on electrically evoked auditory brainstem responses) for periods of at least 60 hours over a two week period.
- E. Upon completion of chronic stimulation and an appropriate period of time to allow any tissue damage to become evident, examine histopathologically the auditory nerve including the spiral ganglion cells and the tissue around the electrode contacts and leads to determine:
 - 1. The tissue damage caused by passive implantation with non-stimulated control electrodes.
 - 2. The damage due to the suprathreshold chronic stimulation.
- F. Upon completion of the animal studies and analysis of the results, determine the safety and effectiveness of a chronic intraneural electrode array(s) in the animal model. If the array(s) appears to be safe and effective, suggest further studies for the development of a safe and effective human intraneural auditory prosthesis stimulating electrode array.

- G. In the performance of this contract, the Contractor shall coordinate its experimental program, through the Project Officer, with results of experimental findings developed by other collaborators in the Neural Prosthesis Program.

4. REQUIRED REPORTS/DELIVERABLES

The Contractor shall prepare and submit to the Government the following reports/deliverables in the manner and number specified below:

A. Quarterly Progress Report

The Quarterly Progress Report, plus abstract, shall consist of a description of the work performed during the quarter and the anticipated work plan for the coming quarter. The first reporting period consists of the first full quarter of performance including any fractional part of the initial month. Thereafter, the reporting period shall consist of three full calendar months. The report shall be submitted within 30 calendar days of the end of each quarter of the contract. A Quarterly Report is not due for the final quarterly period of the contract. One copy of each Quarterly Progress Report shall be submitted to the Project Officer and the Contracting Officer by e-mail (addresses will be provided at time of award) in a format compatible with the computer hardware and software used by NIDCD. The Contractor shall coordinate the hardware/software compatibility with the Project Officer before submitting reports. (The Quarterly Progress Reports will be posted on the Neural Prosthesis Program web page and will be available to the public. Any proprietary information should be submitted separately.)

B. Final Report

The Final Report shall briefly summarize the findings of the studies performed under the contract and shall include both positive and negative results. It shall also include recommendations for future research and development in the area. Reprints of articles published that describe work performed under the contract and references to previous Quarterly Reports shall be cited to provide details of the studies. Copies of all published articles supported by the contract, but not copies of Quarterly Progress Reports, shall be included with the final report. The Final Report shall also include research results from the last quarter of the contract. One copy of the Final Report shall be submitted to the Project Officer and the Contracting Officer, on or before the expiration date of the contract. The report shall be transmitted by e-mail in a format compatible with the computer hardware and software used by NIDCD. (The Final Report will be posted on the Neural Prosthesis Program web page and will be available to the public. Any proprietary information should be submitted separately.)

5. REQUIRED TRAVEL

The Contractor shall travel to Bethesda, Maryland on an annual basis to present recent findings of the studies performed under the contract at the annual Neural Prosthesis Workshop. (Offerors should estimate one person traveling for three days for each workshop.)

INVOICE/FINANCING REQUEST AND CONTRACT FINANCIAL REPORTING INSTRUCTIONS FOR COST-REIMBURSEMENT CONTRACTS

General: The Contractor shall submit claims for reimbursement in the manner and format described herein and as illustrated in the sample invoice/financing request.

Format: Standard Form 1034, "Public Voucher for Purchases and Services Other Than Personal," and Standard Form 1035, "Public Voucher for Purchases and Services Other Than Personal--Continuation Sheet," or reproduced copies of such forms marked ORIGINAL may be used to submit claims for reimbursement. In lieu of SF-1034 and SF-1035, claims should be submitted on the payee's letter-head or self-designed form provided that it contains the information shown on the sample invoice/financing request.

Number of Copies: As indicated in the Invoice Submission Clause in the contract.

Frequency: Invoices/financing requests submitted in accordance with the Payment Clause shall be submitted monthly unless otherwise authorized by the Contracting Officer.

Cost Incurrence Period: Costs incurred must be within the contract performance period or covered by precontract cost provisions.

Billing of Costs Incurred: If billed costs include: (1) costs of a prior billing period, but not previously billed; or (2) costs incurred during the contract period and claimed after the contract period has expired, the amount and month(s) in which such costs were incurred shall be cited.

Contractor's Fiscal Year: Invoices/financing requests shall be prepared in such a manner that costs claimed can be identified with the Contractor's fiscal year.

Currency: All NIH contracts are expressed in United States dollars. When payments are made in a currency other than United States dollars, billings on the contract shall be expressed, and payment by the United States Government shall be made, in that other currency at amounts coincident with actual costs incurred. Currency fluctuations may not be a basis of gain or loss to the contractor. Notwithstanding the above, the total of all invoices paid under this contract may not exceed the United States dollars authorized.

Costs Requiring Prior Approval: Costs requiring the Contracting Officer's approval, which are not set forth in an Advance Understanding in the contract, shall be so identified and reference the Contracting Officer's Authorization (COA) Number. In addition, any cost set forth in an Advance Understanding shall be shown as a separate line item on the request.

Invoice/Financing Request Identification: Each invoice/financing request shall be identified as either:

- (a) **Interim Invoice/Contract Financing Request** — These are interim payment requests submitted during the contract performance period.
- (b) **Completion Invoice** — The completion invoice is submitted promptly upon completion of the work; but no later than one year from the contract completion date, or within 120 days after settlement of the final indirect cost rates covering the year in which this contract is physically complete (whichever date is later). The completion invoice should be submitted when all costs have been assigned to the contract and all performance provisions have been completed.
- (c) **Final Invoice** — A final invoice may be required after the amounts owed have been settled between the Government and the Contractor (e.g., resolution of all suspensions and audit exceptions).

Preparation and Itemization of the Invoice/Financing Request: The Contractor shall furnish the information set forth in the explanatory notes below. These notes are keyed to the entries on the sample invoice/financing request.

- (a) **Designated Billing Office Name and Address** — Enter the designated billing office and address, identified in the Invoice Submission Clause of the contract, on all copies of the invoice/financing request.

- (b) **Invoice/Financing Request Number** — Insert the appropriate serial number of the invoice/financing request.
- (c) **Date Invoice/Financing Request Prepared** — Insert the date the invoice/financing request is prepared.
- (d) **Contract Number and Date** — Insert the contract number and the effective date of the contract.
- (e) **Payee's Name and Address** — Show the Contractor's name (as it appears in the contract), correct address, and the title and phone number of the responsible official to whom payment is to be sent. When an approved assignment has been made by the Contractor, or a different payee has been designated, then insert the name and address of the payee instead of the Contractor.
- (f) **Total Estimated Cost of Contract** — Insert the total estimated cost of the contract, exclusive of fixed-fee. For incrementally funded contracts, enter the amount currently obligated and available for payment.
- (g) **Total Fixed-Fee** — Insert the total fixed-fee (where applicable). For incrementally funded contracts, enter the amount currently obligated and available for payment.
- (h) **Billing Period** — Insert the beginning and ending dates (month, day, and year) of the period in which costs were incurred and for which reimbursement is claimed.
- (i) **Incurred Cost - Current** — Insert the amount billed for the major cost elements, adjustments, and adjusted amounts for the current period.
- (j) **Incurred Cost - Cumulative** — Insert the cumulative amounts billed for the major cost elements and adjusted amounts claimed during this contract.
- (k) **Direct Costs** — Insert the major cost elements. For each element, consider the application of the paragraph entitled "Costs Requiring Prior Approval" on page one of these instructions.
 - (1) **Direct Labor** — Include salaries and wages paid (or accrued) for direct performance of the contract. For Key Personnel, list each employee on a separate line. List other employees as one amount unless otherwise required by the contract.
 - (2) **Fringe Benefits** — List any fringe benefits applicable to direct labor and billed as a direct cost. Fringe benefits included in indirect costs should not be identified here.
 - (3) **Accountable Personal Property** — Include permanent research equipment and general purpose equipment having a unit acquisition cost of \$1,000 or more and having an expected service life of more than two years, and sensitive property regardless of cost (see the DHHS *Contractor's Guide for Control of Government Property*). Show permanent research equipment separate from general purpose equipment. Prepare and attach Form HHS-565, "Report of Accountable Property," in accordance with the following instructions:

 List each item for which reimbursement is requested. A reference shall be made to the following (as applicable):
 - The item number for the specific piece of equipment listed in the Property Schedule.
 - The Contracting Officer's Authorization letter and number, if the equipment is not covered by the Property Schedule.
 - Be preceded by an asterisk (*) if the equipment is below the approval level.
 - (4) **Materials and Supplies** — Include equipment with unit costs of less than \$1,000 or an expected service life of two years or less, and consumable material and supplies regardless of amount.
 - (5) **Premium Pay** — List remuneration in excess of the basic hourly rate.

- (6) **Consultant Fee** — List fees paid to consultants. Identify consultant by name or category as set forth in the contract's Advance Understandings or in the COA letter, as well as the effort (i.e., number of hours, days, etc.) and rate being billed.
- (7) **Travel** — Include domestic and foreign travel. Foreign travel is travel outside of Canada, the United States and its territories and possessions. However, for an organization located outside Canada, the United States and its territories and possessions, foreign travel means travel outside that country. Foreign travel must be billed separately from domestic travel.
- (8) **Subcontract Costs** — List subcontractor(s) by name and amount billed.
- (9) **Other** — List all other direct costs in total unless exceeding \$1,000 in amount. If over \$1,000, list cost elements and dollar amounts separately. If the contract contains restrictions on any cost element, that cost element must be listed separately.
- (l) **Cost of Money (COM)** — Cite the COM factor and base in effect during the time the cost was incurred and for which reimbursement is claimed.
- (m) **Indirect Costs--Overhead** — Identify the cost base, indirect cost rate, and amount billed for each indirect cost category.
- (n) **Fixed-Fee Earned** — Cite the formula or method of computation for the fixed-fee (if any). The fixed-fee must be claimed as provided for by the contract.
- (o) **Total Amounts Claimed** — Insert the total amounts claimed for the current and cumulative periods.
- (p) **Adjustments** — Include amounts conceded by the Contractor, outstanding suspensions, and/or disapprovals subject to appeal.
- (q) **Grand Totals**

The Contracting Officer may require the Contractor to submit detailed support for costs claimed on one or more interim invoices/financing requests.

FINANCIAL REPORTING INSTRUCTIONS:

These instructions are keyed to the Columns on the sample invoice/financing request.

Column A--Expenditure Category - Enter expenditure categories.

Column B--Cumulative Percentage of Effort/Hrs.-Agreed-To - Enter the percentage of effort or number of hours agreed to for each employee or labor category listed in Column A.

Column C--Cumulative Percentage of Effort/Hrs.-Actual - Enter the percentage of effort or number of hours worked by each employee or labor category listed in Column A.

Column D--Incurred Cost-Current - Enter the costs, which were incurred during the current period.

Column E--Incurred Cost-Cumulative - Enter the cumulative cost to date.

Column F--Cost at Completion - Enter data only when the Contractor estimates that a particular expenditure category will vary from the amount agreed to. Realistic estimates are essential.

Column G-- Contract Amount - Enter the costs agreed to for all expenditure categories listed in Column A.

Column H--Variance (Over or Under) - Show the difference between the estimated costs at completion (Column F) and agreed-to costs (Column G) when entries have been made in Column F. This column need not be filled in when Column F is blank. When a line item varies by plus or minus 10 percent, i.e., the percentage arrived at by dividing Column F by Column G, an explanation of the variance should be submitted. In the case of an overrun (net negative variance), this submission shall not be deemed as notice under the Limitation of Cost (Funds) Clause of the contract.

Modifications: Any modification in the amount agreed to for an item since the preceding report should be listed in the appropriate cost category.

Expenditures Not Agreed To: An expenditure for an item for which no amount was agreed (e.g., at the discretion of the Contractor in performance of its contract) should be listed in the appropriate cost category and all columns filled in, except for G. Column H will of course show a 100 percent variance and will be explained along with those identified under H above

SAMPLE INVOICE/FINANCING REQUEST AND CONTRACT FINANCIAL REPORT

<p>(a) Billing Office Name and Address</p> <p>NATIONAL INSTITUTES OF HEALTH Division of Research Acquisition, OLAO/OA/OD Room 6E01 6100 Executive Boulevard, MSC 7540 Bethesda, Maryland 20892-7540</p> <p>(e) Payee's Name and Address</p> <p>ABC CORPORATION 100 Main Street Anywhere, USA zip code</p> <p>Attn: Name, Title, & Phone Number of Official to Whom Payment is Sent</p>	<p>(b) Invoice/Financing Request No. _____</p> <p>(c) Date Invoice Prepared _____</p> <p>(d) Contract No. _____</p> <p style="padding-left: 40px;">Effective Date _____</p> <p>(f) Total Estimated Cost _____</p> <p>(g) Total Fixed Fee _____</p>
--	--

(h) This invoice/financing request represents reimbursable costs for the period from _____ to _____

Expenditure Category A	Cumulative Percentage of Effort/Hrs.		Incurred Cost		Cost at Completion F	Contract Amount G	Variance H
	Negotiated B	Actual C	(I) Current D	(j) Cumulative E			
(k) Direct Costs:							
(1) Direct Labor							
(2) Fringe Benefits							
(3) Accountable Property (attach HHS-565)							
(4) Materials & Supplies							
(5) Premium Pay							
(6) Consultant Fees							
(7) Travel							
(8) Subcontracts							
(9) Other							
Total Direct Costs							
(l) Cost of Money							
(m) Overhead							
G&A							
(n) Fixed Fee							
(o) Total Amount Claimed							
(p) Adjustments							
(q) Grand Totals							

I certify that all payments are for appropriate purposes and in accordance with the contract.

(Name of Official)

(Title)

SMALL BUSINESS SUBCONTRACTING PLAN

DATE OF PLAN: _____

CONTRACTOR: _____

ADDRESS: _____

DUN & BRADSTREET NUMBER: _____

SOLICITATION OR CONTRACT NUMBER: _____

ITEM/SERVICE (Description): _____

TOTAL CONTRACT AMOUNT (Breakout Options):

\$ _____	\$ _____
Base Year	Option #1
\$ _____	\$ _____
Option #2	Option #3
	Option #4

TOTAL MODIFICATION AMOUNT (If Applicable): _____

TOTAL TASK ORDER AMOUNT (If Applicable): _____

PERIOD OF CONTRACT PERFORMANCE

(Month, Day, Year): _____

The following is a suggested model for use when developing subcontracting plans as required by P.L. 95-507 and implemented by Federal Acquisition Regulations (FAR) Subpart 19.7. While this model plan has been designed to be consistent with statutory and regulatory requirements, other formats of a subcontracting plan may be acceptable; however, failure to include the essential information as exemplified in this model may be cause for either a delay in acceptance or the rejection of a bid or offer when a subcontracting plan is required. Further, the use of this model is not intended to waive other requirements that may be applicable under statute or regulation. "SUBCONTRACT," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

1. **Type of Plan** (Check One)

- ___ Individual plan (All elements developed specifically for this contract and applicable for the full term of this contract).
- ___ Master plan (Goals developed for this contract; all other elements standard and approved by a lead agency Federal Official; must be renewed every three years and contractor must provide copy of lead agency approval).
- ___ Commercial product/service plan (Contractor sells large quantities of off-the-shelf commodities to many Government agencies. Plans/goals negotiated on a company, division, plant or product line basis reflecting projected annual sales for commercial and non-commercial items. Must be renewed annually and Contractor must provide copy of lead agency approval).

2. **Goals**

State separate dollar and percentage goals for Small Business Concerns (SB), Small Disadvantaged Business Concerns (SDB), Women-Owned Small Business Concerns, (WOSB), Historically Underutilized business Zone (HUBZone), and Other than Small Business Concerns (OTHER) as subcontractors, for the base year and each option year, as specified in FAR 19.704 (Break out and append option year goals, if applicable) or project annual subcontracting base and goals under commercial plans.

- a. Total estimated dollar value of **ALL** planned subcontracting, i.e., with ALL types of concerns under this contract, is \$_____.
- b. Total estimated dollar value and percent of planned subcontracting with **SMALL BUSINESS CONCERNS** (includes SDB, WOSB, and HUBZone): (% of "a")
\$_____ and _____%
- c. Total estimated dollar value and percent of planned subcontracting with **SMALL DISADVANTAGED BUSINESS CONCERNS**: (% of "a")
\$_____ and _____%
- d. Total estimated dollar value and percent of planned subcontracting with **WOMEN-OWNED SMALL BUSINESS CONCERNS**: (% of "a")
\$_____ and _____%
- e. Total estimated dollar value and percent of planned subcontracting with **HUBZone SMALL BUSINESS CONCERNS**: (% of "a")
\$_____ and _____%
- f. Total estimated dollar value and percent of planned subcontracting with **OTHER THAN SMALL BUSINESS CONCERNS**: (% of "a")
\$_____ and _____%

- g. Provide a description of ALL the products and/or services, to be subcontracted under this contract, and indicate the types of businesses supplying them: [i.e. (OTHER), (SB), (SDB), (WOSB)].

TYPE OF BUSINESS

(Check all that Apply)

Subcontracted Product/Service	OTHER	SB	SDB	WOSB	HUBZone

- h. Provide a description of the method used to develop the subcontracting goals for small, small disadvantaged, women-owned, and HUBZone small business concerns. Address efforts made to ensure that maximum practicable subcontracting opportunities have been made available for those concerns. Explain the method and state the quantitative basis (in dollars) used to establish the percentage goals. Also, explain how the areas to be subcontracted to small, small disadvantaged, women-owned, and HUBZone small business concerns were determined and how the capabilities of these concerns were considered for subcontract opportunities. Identify any source lists or other resources used in the determination process.

(Attach additional sheets, if necessary)

- i. Indirect costs have been ___ have not been ___ included in the dollar and percentage subcontracting goals stated above. (Check one)

- j. If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to small, small disadvantaged, and women-owned, and HUBZone small business concerns.

3. Program Administrator

Name, title, and position within the corporate structure as well as duties and responsibilities of the employee who will administer the contractor's subcontracting program.

NAME:

TITLE:

ADDRESS:

TELEPHONE/E-MAIL:

Duties: Has general overall responsibility for the company's subcontracting program, i.e., developing, preparing, and executing subcontracting plans and monitoring performance relative to the requirements of those subcontracting plans. Other duties include, but are not limited to, the following activities:

- a. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to small, small disadvantaged, and women-owned and HUBZone small business concerns; and for assuring that these concerns are included on the source lists for solicitations for products and services they are capable of providing;
- b. Developing and maintaining bidders lists of small, small disadvantaged, women-owned, and HUBZone small business concerns from all possible sources.
- c. Ensuring periodic rotation of potential subcontractors on bidder's lists.
- d. Ensuring that requests for contracts (RFC) are designed to permit the maximum practicable participation of small, small disadvantaged, women-owned, and HUBZone small businesses;
- e. Using various sources for the identification of small, small disadvantaged, and women-owned, and HUBZone small business concerns to include the SBA's PRONET System, the Federal Acquisition Computer Network (FACNET) Contractor Registration Data Base, the National Minority Purchasing Council Vendor Information Service, the Office of Minority Business Data Center in the Department of Commerce, local small business and minority associations, contact with local chambers of commerce, and Federal agency's Small Business Offices;
- f. Establishing and maintaining contract and subcontract award records;
- g. Participating in Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc.
- h. Ensuring small, small disadvantaged, women-owned, and HUBZone small business concerns are made aware of subcontracting opportunities and assisting concerns in preparing responsive bids to the company;
- i. Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Public Law 95-507 on purchasing;

- j. Monitoring the company's subcontracting program performance and making any adjustments necessary to achieve the subcontract plan goals;
- k. Preparing, and submitting timely, required subcontract reports;
- l. Coordinating the company's activities during the conduct of compliance reviews by Federal agencies, and;
- m. Other duties _____

4. Equitable Opportunity

Describe efforts the offeror will make to ensure that small, small disadvantaged, women-owned, and HUBZone small business concerns will have an equitable opportunity to compete for subcontracts. These efforts include, but are not limited to, the following activities:

- a. Outreach efforts to obtain sources:
 - 1) Contacting minority and small business trade associations;
 - 2) Contacting business development organizations and local chambers of commerce;
 - 3) Attending small, small disadvantaged, women-owned, and HUBZone small business procurement conferences and trade fairs;
 - 4) Requesting sources from the Small Business Administration's (SBA) PRONET, and, and other SBA resources, and;
 - 5) Conducting market surveys to identify new sources.
- b. Internal efforts to guide and encourage purchasing personnel:
 - 1) Presenting workshops, seminars, and training programs;
 - 2) Establishing, maintaining, and using small, small disadvantaged, women-owned, and HUBZone small business source lists, guides, and other data for soliciting subcontracts, and;
 - 3) Monitoring activities to evaluate compliance with the subcontracting plan.
- c. Additional efforts: _____

5. Flow Down Clause

The contractor agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns", in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business Subcontracting Plan." (FAR 19.704(a)(4)).

6. Reporting and Cooperation

The contractor gives assurance of (1) cooperation in any studies or surveys that may be required; (2) submission of periodic reports which show compliance with the subcontracting plan; (3) Submission of Standard Form (SF) 294, "Subcontracting Report for Individual Contracts," and SF-295, "Summary Subcontract Report," in accordance with the instructions on the forms; and (4) ensuring that subcontractors agree to submit Standard Forms 294 and 295.

Reporting Period	Report Due	Due Date
Oct 1 - Mar 31	SF-294	4/30
Apr 1 - Sep 30	SF-294	10/30
Oct 1 - Sep 30	SF-295	10/30

Special instructions for commercial products plan: SF-295 Report is due on 10/30 each year for the previous fiscal year ended 9/30.

ADDRESSES

(a) SF-294 to be submitted to: cognizant Contracting Officer

(b) SF-295 to be submitted to cognizant Contracting Officer and to the following office:

Office of Small and Disadvantaged Business Utilization
Department of Health and Human Services
200 Independence Avenue, SW
Humphrey H. Building, Room 517-D
Washington, D.C. 20201

(c) Submit "info" copy to SBA Commercial Market Representative (CMR); call SBA at (202) 205-6475 to locate CMR.

7. Recordkeeping

The following is a recitation of the types of records the contractor will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records will include, but not be limited to, the following:

- a. Small, small disadvantaged, women-owned, and HUBZone small business concerns source lists, guides and other data identifying such vendors;
- b. Organizations contacted in an attempt to locate small, small disadvantaged, women-owned, and HUBZone small business sources;
- c. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000, which indicate for each solicitation (1) whether small business concerns were solicited, and if not, why not; (2) whether small disadvantaged business concerns were solicited, if not, why not; (3) whether women-owned small business concerns were solicited, and if not, why not; (4) whether HUBZone small business concerns were solicited, and if not, why not; and (5) the reason for the failure of solicited small, small disadvantaged, women-owned, and HUBZone small business concerns to receive the subcontract award;
- d. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conferences and trade fairs;
- e. Records to support internal guidance and encouragement provided to buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring performance to evaluate compliance with the program and requirements, and;
- f. On a contract-by-contract basis, records to support subcontract award data including the name, address, and business size of each subcontractor. (This item is not required for company or division-wide commercial products plans.)
- g. Additional records: _____

SIGNATURE PAGE

THIS SUBCONTRACTING PLAN WAS SUBMITTED BY:

CONTRACTOR:

CONTRACTOR SIGNATURE:

TYPED NAME:

TITLE:

DATE PREPARED:

THIS PLAN (Check One): ☐ **INDIVIDUAL** ☐ **MASTER** ☐ **COMMERCIAL**

IS ACCEPTED BY:

FEDERAL AGENCY:

FEDERAL CONTRACTING
OFFICER SIGNATURE:

TYPED NAME:

DATE:

PROCUREMENT OF CERTAIN EQUIPMENT

Notwithstanding any other clause in this contract, the Contractor will not be reimbursed for the purchase, lease, or rental of any item of equipment listed in the following Federal Supply Groups, regardless of the dollar value, without the prior written approval of the Contracting Officer.

- 67 - Photographic Equipment
- 69 - Training Aids and Devices
- 70 - General Purpose ADP Equipment, Software, Supplies and Support (Excluding 7045-ADP Supplies and Support Equipment.)
- 71 - Furniture
- 72 - Household and Commercial Furnishings and Appliances
- 74 - Office Machines and Visible Record Equipment
- 77 - Musical Instruments, Phonographs, and Home-type Radios
- 78 - Recreational and Athletic Equipment

When equipment in these Federal Supply Groups is requested by the Contractor and determined essential by the Contracting Officer, the Government will endeavor to fulfill the requirement with equipment available from its excess personal property sources, provided the request is made under a cost-reimbursement contract. Extensions or renewals of approved existing leases or rentals for equipment in these Federal Supply Groups are excluded from the provisions of this article.

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. Initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> G Prime Congressional District, if known: </div> <div style="width: 45%;"> G Subawardee Tier_____, if known: </div> </div>	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet(s))	b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI) SF-LLL-A, if necessary)	
11. Amount of Payment (check all that apply): \$_____ G actual G planned	13. Type of Payment (check all that apply): G a. retainer G b. one-time fee G c. commission G d. contingent fee G e. deferred G f. other; specify: _____	
12. Form of Payment (check all that apply): G a. cash G b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for payment indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: Yes No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<div style="display: flex; justify-content: space-between;"> <div style="width: 50%; background-color: #cccccc; padding: 5px;">Federal Use Only</div> <div style="width: 45%; padding: 5px;"> Authorized for Local Reproduction Standard Form--LLL </div> </div>		

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction
Standard Form--LLL-A

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee of prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (Solicitation) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "Solicitation-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a); Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material charge report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLIC HEALTH SERVICE NATIONAL INSTITUTES OF HEALTH PROPOSAL SUMMARY AND DATA RECORD	Solicitation/CONTRACT NUMBER		
PROJECT TITLE (Title or Solicitation or Contract Proposal)			
LEGAL NAME AND ADDRESS OF OFFEROR	PLACE OF PERFORMANCE (Full address including ZIP)		
TYPE OF CONTRACT PROPOSED <input checked="" type="checkbox"/> COST-REIMBURSEMENT <input type="checkbox"/> FIXED PRICE <input type="checkbox"/> COST-PLUS-FIXED-FEE <input type="checkbox"/> OTHER			
ESTIMATED TIME REQUIRED TO COMPLETE PROJECT			
ESTIMATED DIRECT COSTS IN PROPOSED YEAR (From Budget)	PROPOSED STARTING DATE		
DOES THIS PROPOSAL INCLUDE A SUBCONTRACT <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (If yes, please furnish name and location of organization, description of services, basis for selection, responsible person employed by subcontractor and cost information.)			
NAME AND TITLE OF PRINCIPAL INVESTIGATOR	SOCIAL SECURITY NO.	EST. HOURS WEEKLY	AREA CODE/TEL.NO.
NAME AND TITLE OF CO-INVESTIGATOR (Use attachment if necessary.)			
NAME AND TITLE OF INDIVIDUAL(S) AUTHORIZED TO NEGOTIATE CONTRACTS		AREA CODE/TELEPHONE NUMBER	
NAME AND TITLE OF INDIVIDUAL(S) AUTHORIZED TO EXECUTE CONTRACTS		AREA CODE/TELEPHONE NUMBER	
DOES THIS PROPOSAL INVOLVE EXPERIMENTS WITH HUMAN SUBJECTS <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
Institution's General Assurance re: Human Subjects		DATE APPROVED _____ <input type="checkbox"/> PENDING	
Institution's Review Board's Approval of this Proposal		DATE APPROVED _____ <input type="checkbox"/> PENDING	
An example of the informed consent for this study is enclosed		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
A Clinical Protocol is enclosed		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
OFFEROR'S ACKNOWLEDGMENT OF AMENDMENTS TO THE Solicitation (Use attachment if necessary)			
ERRATA NUMBER	DATE	ERRATA NUMBER	DATE
NAME, ADDRESS, AND PHONE NUMBER OF COGNIZANT GOVERNMENT AUDIT AGENCY		NUMBER OF EMPLOYEES CURRENTLY EMPLOYED	
		DOLLAR VOLUME OF BUSINESS PER ANNUM	
		THIS OFFER EXPIRES _____ DAYS FROM THE DATE OF THIS OFFER (120 days if not specified)	
FOR THE INSTITUTION			
SIGNATURE OF PRINCIPAL INVESTIGATOR		SIGNATURE OF BUSINESS REPRESENTATIVE	
TYPED NAME AND TITLE		TYPED NAME AND TITLE	
EMPLOYER IDENTIFICATION NUMBER		DATE OF OFFER	

Provision of the Social Security Number is voluntary. Social Security Numbers are requested for the purpose of accurate and efficient identification, review, and management of NIH Extramural Programs. Authority for requesting this information is provided by Title III, Section 301, and Title IV of the Public Health Service Act, as amended.

CONTACT POINTS

Complete the following and return with the BUSINESS PROPOSAL.

Name, Title and Address* of Business Representative.

Name

Telephone Number

Institutional Title

FAX Number

Institutional Office

E-Mail Address

Institution Name

**Street Address

City, State

Zip Code

Name, Institutional Title and Address of Proposed Principal Investigator

Name

Telephone Number

Institutional Title

FAX Number

Institutional Division, etc.

E-Mail Address

**Street Address

City, State

Zip Code

These exact addresses are necessary to ensure that contact can be made with the proper individual(s) in the most expeditious manner.

* May not necessarily be same as legal address of offeror.

**Please use actual street address, not P.O. Box.

TECHNICAL PROPOSAL COST INFORMATION/SUMMARY OF LABOR AND DIRECT COSTS

DIRECT LABOR:

<u>Labor Category</u> (Title and Name-- use additional pages as necessary)	<u>Year 1</u> (Hours/Effort)	<u>Year 2</u> (Hours/Effort)	<u>Year 3</u> (Hours/Effort)	<u>Total</u>

Total Hours	_____	_____	_____	_____
<u>DIRECT LABOR COST:</u>	\$ _____	\$ _____	\$ _____	\$ _____
<u>MATERIAL COST:</u>	\$ _____	\$ _____	\$ _____	\$ _____
<u>TRAVEL COST:</u>	\$ _____	\$ _____	\$ _____	\$ _____
<u>OTHER (Specify)</u>	\$ _____	\$ _____	\$ _____	\$ _____
<u>OTHER (Specify)</u>	\$ _____	\$ _____	\$ _____	\$ _____
TOTAL <u>DIRECT</u> COST:	\$ _____	\$ _____	\$ _____	\$ _____

Specific Instructions:

1. Do not include any individual salary information
2. Do not include any indirect cost or fee.
3. Do not submit the total amount of proposal.
4. Submit this information as a portion of the Technical Proposal.

BREAKDOWN OF PROPOSED ESTIMATED COST (PLUS FEE) AND LABOR HOURS

INSTRUCTIONS FOR USE OF THE FORMAT

1. Refer to Business Proposal Instructions, Section L of this solicitation. The instructions contain the requirements for proper submission of information other than cost or pricing data.
2. This format has been prepared as a universal guideline for solicitations. It may require modification to meet the specific requirements of this solicitation or the offeror's accounting system. If this solicitation is phased, identify each phase in addition to each year. Total each year, phase, and sub-element.
3. If the Government has provided "uniform pricing assumptions" for this solicitation, the offeror must comply with and identify each item.

Solicitation Number: _____
 Organization: _____
 Date: _____

BREAKDOWN OF PROPOSED ESTIMATED COST (PLUS FEE) AND LABOR HOURS

<u>COST ELEMENT</u>	Year 1	Year 2	Year 3	Total
<u>DIRECT LABOR:</u>				
<u>Labor Category</u>	<u>Rate</u>	<u>Hours/Effort</u>	<u>Hours/Effort</u>	<u>Hours/Effort</u>
(Title and Name--		<u>Amount</u>	<u>Amount</u>	<u>Amount</u>
use additional				
pages as necessary)				

<u>DIRECT LABOR COST:</u>	\$ _____	\$ _____	\$ _____	\$ _____
<u>MATERIAL COST:</u>	\$ _____	\$ _____	\$ _____	\$ _____
<u>TRAVEL COST:</u>	\$ _____	\$ _____	\$ _____	\$ _____
<u>OTHER (Specify)</u>	\$ _____	\$ _____	\$ _____	\$ _____
<u>OTHER (Specify)</u>	\$ _____	\$ _____	\$ _____	\$ _____
<u>TOTAL DIRECT COST:</u>	\$ _____	\$ _____	\$ _____	\$ _____
<u>FRINGE BENEFIT COST:</u>				
(if applicable)				
__% of Direct Labor Cost	\$ _____	\$ _____	\$ _____	\$ _____
<u>INDIRECT COST:</u>				
__% of Total Direct Cost	\$ _____	\$ _____	\$ _____	\$ _____
<u>TOTAL COST:</u>	\$ _____	\$ _____	\$ _____	\$ _____
<u>FEE:</u>				
(if applicable)				
__% of Total Est. Cost	\$ _____	\$ _____	\$ _____	\$ _____
<u>GRAND TOTAL ESTIMATED COST</u>	\$ _____	\$ _____	\$ _____	\$ _____
<u>(PLUS FIXED FEE)</u>				

SUMMARY OF RELATED ACTIVITIES

The following specific information must be provided by the offeror pertaining to the Project Director, Principal Investigator, and each of any other proposed key professional individuals designated for performance under any resulting contract.

- a. Identify the total amount of all presently active federal contracts/cooperative agreements/grants and commercial agreements citing the committed levels of effort for those projects for each of the key individuals * in this proposal.

Professional's Name and Title/Position: _____

<u>Identifying Number</u>	<u>Agency</u>	<u>Total Effort Committed</u>
---------------------------	---------------	-------------------------------

- 1.
- 2.
- 3.
- 4.

*If an individual has no obligation(s), so state.

- b. Provide the total number of outstanding proposals, exclusive of the instant proposal, having been submitted by your organization, not presently accepted but in an anticipatory stage, which will commit levels of effort by the proposed professional individuals *.

Professional's Name and Title/Position: _____

<u>Identifying Number</u>	<u>Agency</u>	<u>Total Effort Committed</u>
---------------------------	---------------	-------------------------------

- 1.
- 2.
- 3.
- 4.

*If no commitment of effort is intended, so state.

- c. Provide a statement of the level of effort to be dedicated to any resultant contract awarded to your organization for those individuals designated and cited in this proposal.

<u>Name</u>	<u>Title/Position</u>	<u>Total Proposed Effort</u>
-------------	-----------------------	------------------------------

- 1.
- 2.
- 3.
- 4.

[illegible]

Item 3. Identify participation, if any, by SDB concerns at the prime contract level by dollar amount and percentage of total contract value. All prime contract dollars must be identified under the SIC code assigned to the acquisition (see Section L of the solicitation).

Item 4. Identify participation, if any, by SDB concerns at the subcontract level by dollar amount and percentage of total contract value.

Item 5. Identify, by SIC Major Group, participation of SDB concerns at the subcontract level by dollar amount, and percentage of total contract value. (SDB concerns need not be identified by name.) See <http://www.osha.gov/cgi-bin/sic/sicser5> for descriptions of the SIC Major Groups.